

*For further information on an agenda item, please contact the City at
101 North "D" Street, or call (951) 943-6100*

**AGENDA
JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY, PUBLIC
FINANCE AUTHORITY, PUBLIC UTILITY AUTHORITY,
HOUSING AUTHORITY, PERRIS JOINT POWERS
AUTHORITY AND PERRIS COMMUNITY ECONOMIC
DEVELOPMENT CORPORATION OF THE CITY OF PERRIS**

Tuesday, September 13, 2016

6:30 P.M.

**City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California**

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Rabb, Rogers, Yarbrough, Burke, Busch

- A. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: 227 North "D" Street, Perris, CA
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Boys and Girls Club of Perris
Perris Valley Historical Society
Chamber of Commerce
Under Negotiation: Price and terms of payment
- B. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: 400 South D Street, Perris, CA
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Perris Bank Building
Under Negotiation: Price and terms of payment

C. Conference with Real Property Negotiators – Government Code Section 54956.8

Property: 120 West Fourth Street, Perris, CA
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Perris Depot
Under Negotiation: Price and terms of payment

D. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 1 case

1. **CALL TO ORDER:** 6:30 P.M.

2. **ROLL CALL:**

Rabb, Rogers, Yarbrough, Burke, Busch

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

Councilman Rabb will lead the Pledge of Allegiance.

5. **REPORT ON CLOSED SESSION ITEMS:**

6. **PRESENTATIONS/ANNOUNCEMENTS:**

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.

- A. Perris Senior Acknowledgement Month presented by Cynthia Mendez, Recreation Coordinator.

7. **APPROVAL OF MINUTES:**

- A. Approve the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held August 30, 2016.

8. **CONSENT CALENDAR:**

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. Public comment is limited to three (3) minutes.

- A. **Adopt the Second Reading of Ordinance Number (next in order) approving Ordinance Amendment 16-05024 to update Perris Municipal Code Chapter 19.82 (Districts and Map) to revise the City of Perris Zoning Map to include an Airport Overlay Zoning designation and adopt an Airport Overlay Zone (AOZ) Code Chapter (19.51) to the Perris Municipal Code Chapter 19 to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; adopt the Second Reading of Ordinance No. (next in order) approving Specific Plan Amendment 16-05025 to amend the Perris Valley Commerce Center Specific Plan to update the Airport Overlay Zone Section (Section 12) to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.**

The Second Reading of Proposed Ordinance Numbers (next in order) are entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 16-05025 TO AMEND THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO UPDATE THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ORDINANCE AMENDMENT 16-05024 TO UPDATE THE PERRIS MUNICIPAL CODE CHAPTER 19.82 (DISTRICTS AND MAP) TO UPDATE THE CITY OF PERRIS ZONING MAP TO INCLUDE AN AIRPORT OVERLAY ZONE (AOZ) AND IMPLEMENT THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT LAND USE COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324

- B. **Approve the Contract Services Agreement extension with Lynn Merrill Consulting to implement the NPDES Industrial and Commercial Inspection Program.**
- C. **Approval to award bid to Ocean Blue Environmental Services, Inc. regarding maintenance of catch basins and storm drain systems.**
- D. **Approve the proposal from Flavell, Tennenbaum and Edwards for the appraisal of properties along Goetz Road.**

- E. Receive and File Mi Familia Vota request for a Fee Waiver for use of the Senior Center to conduct a citizenship workshop on October 6, 2016.
(Continued from the August 30, 2016 City Council Meeting)
- F. Receive and File TODEC Legal Center request for a parade as part of their TODEC Annual Multicultural Celebration.
(Continued from the August 30, 2016 City Council Meeting)
- G. Approve the Perris Housing Authority Contract Services Agreement with Richard G. Rivera for Professional Inspection Services.
- H. Approve the Façade Improvement Project Completion Report for the location of 325 East 4th Street.
- I. Adopt Resolution Number (next in order) approving an Amendment to the Joint Use of Facilities Agreement between the Perris Union High School District and the City of Perris regarding the use of the Bob Glass Gymnasium and the Perris High School Gymnasium.

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AMENDMENT NUMBER ONE TO THE JOINT USE AND MAINTENANCE OF FACILITIES AGREEMENT BETWEEN THE PERRIS UNION HIGH SCHOOL DISTRICT AND THE CITY OF PERRIS

9. PUBLIC HEARINGS:

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to three (3) minutes.***

- A. Consideration to adopt Resolution Number (next in order) regarding CDBG 2015-2016 Second Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING THE 2015-2016 SECOND PROGRAM YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Introduced by: Darren Madkin, Deputy City Manager

PUBLIC COMMENT:

10. BUSINESS ITEMS: (not requiring a “Public Hearing”):

Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. Public Comment is limited to three (3) minutes.

- A. Consideration to award contract to American Asphalt South, Inc. and reject all other bids regarding the 2016 Pavement Rehabilitation and Flood Benefit Zone Rehabilitation Project.

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- B. Upcoming Community Services Events.

Introduced by: Sabrina Chavez, Assistant Director of Community Services and Housing

PUBLIC COMMENT:

- C. City of Perris Selected as Finalist in the Healthiest Cities & Counties Challenge.

Introduced by: Isabel Carlos, Assistant Director of Administrative Services

PUBLIC COMMENT:

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. Public comment is limited to three (3) minutes.

12. COUNCIL COMMUNICATIONS:

(Committee Reports, Agenda Items, Meeting Requests and Review etc.)

This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during

the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official (951) 443-1029. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**CITY COUNCIL/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/
PERRIS PUBLIC FINANCE AUTHORITY/
PERRIS PUBLIC UTILITIES AUTHORITY/HOUSING
AUTHORITY/PERRIS JOINT POWERS AUTHORITY/PERRIS
COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL**

TO: The Honorable Mayor and Members of the City Council
FROM: Nancy Salazar, City Clerk *NS*
DATE: September 13, 2016
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on August 30, 2016 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority.

Prepared by: Judy L. Haughney, CMC, Records Clerk *JLH*
Approved by: Nancy Salazar, City Clerk

Attachments:

- Minutes of the Regular Joint Meeting held on August 30, 2016 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority

CITY OF PERRIS

MINUTES:

Date of Meeting: August 30, 2016

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Busch called the Closed Session to order at 5:30 p.m.

ROLL CALL

**Present: Burke, Rabb, Rogers, Busch
Councilmember Yarbrough arrived at 5:36 p.m.**

Staff Present:

City Manager Belmudez, City Attorney Dunn and City Clerk Salazar

- A. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: 227 North "D" Street, Perris, CA City Negotiator: Richard Belmudez, City
Manager Negotiating Parties: Boys and Girls Club of Perris Under Negotiation: Price
and terms of payment
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section
54956.9 (d)(2) - 2 cases
- C. Conference with Legal Counsel – Existing Litigation – Government Code Section
54956.9(d)(2); 1 case: Lin v. City of Perris

The City Council adjourned to Closed Session at 5:31 p.m.

1. CALL TO ORDER: 6:30 P.M.

**The City Council reconvened in Open Session and Mayor Busch called the
Regular City Council meeting to order at 6:30 p.m.**

2. ROLL CALL: Burke, Rabb, Rogers, Yarbrough, Busch

Present: Burke, Rabb, Rogers, Yarbrough, Busch

**Staff Members Present: City Manager Belmudez, City Attorney Dunn, City
Engineer Motlagh, Assistant City Manager Carr, Deputy City Manager Madkin,
Director of Development Services Miramontes, Capital Improvement Project
Manager Morales, Assistant Director of Administrative Services Carlos,
Assistant Director of Community Services and Housing Chavez, Assistant**

Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

3. INVOCATION: Pastor James Baylark Good Hope Missionary Baptist Church 22876 Mountain Avenue Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilwoman Burke led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Dunn reported that the City Council met in Closed Session. He stated that an update had been given and direction was given, but no reportable action was taken tonight.

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Recognition of Perris Police Explorers Post 522.

- B. Swearing In of Youth Advisory Committee.

City Attorney Dunn noted the process that would need to be taken to appoint the proposed representatives of the Youth Advisory Committee.

Assistant Director of Community Services and Housing Chavez introduced the item and noted that a change to the agenda needed to be made. Chine Ehiemere would replace India Rockett as a representative and India Rockett would be appointed as a Member at Large.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve the appointment of the Representatives, as listed in the staff report, of the Youth Advisory Committee, noting that Chine Ehiemere will replace India Rockett as a representative.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve the appointment of the Members at Large, as listed in the staff report, of the Youth Advisory Committee, noting that India Rockett will replace Chine Ehiemere as a member at large.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

- C. Veronica Arana, Counter Services Supervisor for Development Services will give a presentation on Perris Proud Week September 9- 17, 2016.

7. APPROVAL OF MINUTES:

- A. Approved the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held July 12, 2016.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve the Minutes as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

The Mayor requested that, due to the number of people who wished to speak on item 8.A., that item 8.A. be pulled for separate consideration.

Councilman Yarbrough requested that item 8.Q. be pulled for separate discussion.

The Mayor called for Public Comment on item 8.Q. and the balance of the Consent Calendar.

There was no Public Comment.

Item 8.Q. was taken before Item 8.A.

- A. Approved request from TODEC Legal Center for a fee waiver for use of the City of Perris campus and Bob Glass Gym for the TODEC Annual Multicultural Celebration being held on September 25, 2016.

The Mayor requested that this item be pulled for separate consideration, due to the number of people who wished to speak.

The Mayor called for Public Comment.

The following people spoke at Public Comment:

Antonio Ayala

Luz Maria Ayala

Luz Gallegos

Raul Ruiz

Angela Vasquez

Yayno Sida

Gualdalupe Hurton

Cleotilde Guion

Julio Chiquini

**Cruz Herrera
Alex Medina
Maria Flandes
Rafaela Soto Rios
Cynthia Berumen
Maria Jimenez
Maria Bolanos
Sr. Sanabria
Adolfo Luna**

**Mayor Pro Tem Rogers left the City Council Chambers at 7:38 p.m.
and returned at 7:39 p.m.**

**Councilmember Rabb left the City Council Chambers at 8:00 p.m.
and returned at 8:01 p.m.**

The following Councilmembers spoke:

**Yarbrough
Rabb
Rogers
Busch**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve the item as presented with direction given to staff to work with TODEC regarding funding for the parade.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 5032, 5033 and 5034 regarding Annexation of DPR 05-0477 to Maintenance District No. 84-1; located on the northwest corner of Redlands Avenue and Perry Street. Project: Distribution Warehouse. (Ownership of Markham Business Center East LLC, c/o IDI Gazeley LLC).

Resolution Number 5032 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 05-0477 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5033 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF

PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 05-0477 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5034 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 05-0477 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 25, 2016

- C. Adopted Resolution Numbers 5035, 5036 and 5037 regarding Annexation of DPR 05-0477 to Landscape Maintenance District No. 1 (LMD 1); located on the northwest corner of Redlands Avenue and Perry Street. Project: distribution warehouse. (Ownership of Markham Business Center East LLC, c/o IDI Gazeley LLC.**

Resolution Number 5035 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 21 (DPR 050477) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5036 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 05-0477 TO BENEFIT ZONE 121, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5037 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 121, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 121, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO

BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 05-0477 TO BENEFIT ZONE 121, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 25, 2016

- D. Adopted Resolution Number 5038 regarding Annexation of DPR 05-0477 to Flood Control Maintenance District No. 1; located on the northwest corner of Redlands Avenue and Perry Street. Project is a distribution warehouse. (Ownership of: Markham Business Center East LLC, c/p IDI Gazeley LLC.

Resolution Number 5038 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 05-0477 TO BENEFIT ZONE 90, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 25, 2016

- E. Adopted Resolution Number 5039 regarding the Biennial Review of Conflict of Interest Code.

Resolution Number 5039 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE

- F. Approved the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.
- G. Approved Cooperative Agreement regarding the Perris Valley Channel, Stage 5, Right-of-Way Transfer.
- H. Approved the three way stop at Avocado Avenue and Orchard Drive.
- I. Accepted and approved the completion of the 4th Street Improvements.
- J. Approved the installation of the stop and traffic control signs at Yosemite Avenue.
- K. Approved the purchase of 19 South D Street (APN: 313-091-003).
- L. Adopted Resolution Number 5040 approving the acceptance of an Irrevocable Offer of Dedication from Perris Business Park, a general partnership, consisting of 0.64 acres of real property within Parcel APN 303-130-022, located at the northwest corner of Rider Street and Redlands Avenue, as recorded in the official records of Riverside County as

document No. 1992-169932 on May 12, 1992.

Resolution Number 5040 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCEPTING OFFER OF DEDICATION FOR PUBLIC PURPOSES

- M. Approved the proposal from Perdue, Russell and Matthis for the appraisal of properties along Redlands Avenue.
- N. Approved the plans prepared by RK Engineering and approve implementation of Monument Ranch Traffic Improvements.
- O. Approved the RBBB Improvement Credit/Reimbursement Agreement with O.R.E. Industrial LLC (Oakmont) for improvements required for DPR 07-07-0029, located west of Indian Avenue between Ramona Expressway and Markham Street.
- P. Approved the installation and connection of Network Cameras to existing citywide camera system at Copper Creek Park and Monument Ranch Park.
- Q. Approve request from Mi Familia Vota for a fee waiver for use of the Perris Senior Center to conduct a citizenship workshop on October 6, 2016.

This item was continued to September 13, 2016

This item was pulled for separate discussion by Councilmember Yarbrough.

**The Following Councilmembers spoke on this item:
Yarbrough**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve continuance of this item until September 13, 2016

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

- R. Adopted Resolution Number 5041 regarding submitting an application for California Youth Soccer and Recreation Development Program funding through the California Department of Parks and Recreation.

Resolution Number 5041 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS

- S. Approved a one year Extension of Time No. 16-05133 for Tentative Tract Map 31407, located at the south west corner of Metz Road and Webster Avenue. (Applicant: Pacific Communities).
- T. Adopted Resolution Number 5042 to adopt the Annual Health Plan Premium Adjustment for Calendar Year 2017.

Resolution Number 5042 is entitled:
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING THE ANNUAL HEALTH PLAN PREMIUM ADJUSTMENT FOR CALENDAR YEAR 2017
- U. Received and filed the investment report for quarter ended June 30, 2016.
- V. Approved fee waiver request from Perris Valley Historical Museum for the use of the Bob Glass Gymnasium for the Perris Valley Historical Museum event to be held on September 10, 2016.
- W. Approved the partial closure of northbound Indian Avenue adjacent to the Duke project.
- X. Approved the installation of a 4 way stop at the intersection of Murrieta Road and Patriot Lane.
- Y. Approved Contract with Greer Concrete and reject other bid for installation of 6' wall along Perris Boulevard (Triple Crown Wall Phase II) and authorize contract change order to Greer Concrete for sum of \$506,000 to complete final phase along Orange Avenue.
- Z. Approved the Check Register for June 2016 and July 2016.

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve the Consent Calendar, as presented, with the exception of items 8.A. and 8.Q.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Number 5043 approving amendment to carryover unexpended Community Development Block Grant (CDBG) funds from the Senior Center Renovations Phase II under the FY 2015-2016 Action Plan to the Senior Center Improvements Phase III under the FY 2016-2017 Action Plan to provide funding in the amount of \$43,690.16 for the same use.

Resolution Number 5043 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS

APPROVING A SUBSTANTIAL AMENDMENT TO THE FIVE YEAR CONSOLIDATED PLAN (2014-2019) AND FISCAL YEAR 2016-2017 ANNUAL ACTION PLAN TO CARRY OVER \$43,690.16 IN FY 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT GRANT FUNDS TO THE FISCAL YEAR 2016-2017 ANNUAL ACTION PLAN

Grants Manager Cortes de Pavon presented this item.

The Mayor opened the Public Hearing at 8:11 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 8:12 p.m.

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve Resolution Number 5043 as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

- B. **Adopted Resolution Numbers 5044, 5045 and 5046 regarding Annexation of CUP 14-09-0001 to the City's Maintenance Districts; located east of Interstate 215 and between Nuevo Road and Old Nuevo Road. The project is the expansion of an existing AM/PM gas station. (Ownership of Bahram Tchami).**

Resolution Number 5044 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 14-09-0001 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Resolution Number 5045 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 14-09-0001 TO BENEFIT ZONE 117, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Resolution Number 5046 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 14-09-0001 TO BENEFIT ZONE 89, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL

**OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT
FOR FISCAL YEAR 2016- 2017**

Roxanne Shepherd, Shepherd & Staats, presented this item.

The Mayor opened the Public Hearing at 8:16 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 8:16 p.m.

The Mayor asked the City Clerk to open the 3 ballots.

City Clerk Salazar opened the 3 ballots and announced that all 3 were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve Resolution Numbers 5044, 5045 and 5046 as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 5047 and 5048 regarding Annexation of Parcel Map 37043 to the City's Maintenance Districts; located east of the southeast corner of Perris Boulevard and Ramona Expressway. A drive-through restaurant is to be constructed on Lot 1. (Ownership of Ramona Expressway and Perris Investments, LLC).

Resolution Number 5047 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL MAP 37043 TO BENEFIT ZONE 119 AND BENEFIT ZONE 120, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Resolution Number 5048 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL MAP 37043 TO BENEFIT ZONE 86, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Roxanne Shepherd, Shepherd & Staats, presented this item.

The Mayor opened the Public Hearing at 8:21 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 8:21 p.m.

The Mayor asked the City Clerk to open the 2 ballots.

City Clerk Salazar opened the 2 ballots and announced that both were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve Resolution Numbers 5047 and 5048 as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

- D. Adopted Resolution Number 5049 regarding ALUC Overrule of the Riverside County Airport Land Use Commission's (ALUC) inconsistency determination regarding the proposed 202 unit multifamily residential development (GPA 15- 05205, ZC 15-052006, DPR 15-00014, TPM 15-05205 to be located north of Orange Avenue, between Barrett Avenue and Perris Boulevard, within the C2 Zone of the March Airport Land Use Compatibility Plan. (Applicant: Peter Kulmaticki, JD Pierce Company).

Resolution Number 5049 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO OVERRULE THE RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION'S (ALUC) FINDING OF INCONSISTENCY AND ALLOWING A MAXIMUM DENSITY OF 12 UNITS PER ACRE IN ACCORDANCE WITH THE INFILL POLICY OF THE MARCH AIRPORT LAND USE COMPATIBILITY PLAN, THEREBY ALLOWING 202 UNITS FOR DEVELOPMENT PLAN REVIEW 15-00014, GENERAL PLAN AMENDMENT 15-05207, ZONE CHANGE 15-05206, AND TENTATIVE PARCEL MAP 15-05205 (TPM 37014).

Associate Planner Sbardellati presented this item.

The Mayor opened the Public Hearing at 8:29 p.m.

The following person spoke at Public Comment:

Peter Kulmaticki

The Mayor closed the Public Hearing at 8:30 p.m.

The following Councilmembers spoke on this item:

Yarbrough

Rogers

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve Resolution Number 5049 as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

- E. Adopted Resolution Number 5050 approving General Plan Amendment 15-05122, to amend the City of Perris General Plan (2030) Land Use, Noise, and Safety Elements to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; Introduced the First Reading of Ordinance Number 1331 approving Ordinance Amendment 16-05024 to update Perris Municipal Code Chapter 19.82 (Districts and Map) to revise the City of Perris Zoning Map to include an Airport Overlay Zoning designation and adopt an Airport Overlay Zone (AOZ) Code Chapter (19.51) to the Perris Municipal Code Chapter 19 to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; Introduced the First Reading of Ordinance Number 1332 approving Specific Plan Amendment 16-05025 to amend the Perris Valley Commerce Center Specific Plan to update the Airport Overlay Zone Section (Section 12) to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

Resolution Number 5050 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT 15-05122 TO AMEND THE CITY OF PERRIS GENERAL PLAN (2030) LAND USE, NOISE, AND SAFETY ELEMENTS TO IMPLEMENT THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT LAND USE COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324

The 1st Reading of Ordinance Number 1331 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 16-05025 TO AMEND THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO UPDATE THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324

The 1st Reading of Ordinance Number 1332 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ORDINANCE AMENDMENT 16-05024 TO UPDATE THE PERRIS MUNICIPAL CODE CHAPTER 19.82 (DISTRICTS AND MAP) TO UPDATE THE CITY OF PERRIS ZONING MAP TO INCLUDE AN AIRPORT OVERLAY ZONE (AOZ) AND IMPLEMENT THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT LAND USE COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324

Associate Planner Perez introduced this item and turned the presentation over to Nick Johnston, Johnston Aviation.

**The Mayor opened the Public Hearing at 8:38 p.m.
There was no Public Comment.
The Mayor closed the Public Hearing at 8:38 p.m.**

**The following Councilmember spoke on this item:
Yarbrough**

**Mayor Pro Tem Rogers left the City Council Chambers at 8:41 p.m.
and returned at 8:42 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve Resolution Number 5050 as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the 1st Reading of Ordinance Number 1331 as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve the 1st Reading of Ordinance Number 1332 as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Mark Yarbrough, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

- A. Consideration to approve the Council Policy Statement on Pre-election Publicity for City Council Candidates.**

This item was presented by Assistant City Manager Carr.

The Mayor called for Public Comment.

**The following person spoke at Public Comment:
Flo Cohen**

The following Councilmember's spoke:

Rabb
Yarbrough
Burke
Rogers
Busch

This item was not approved.

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve the item as presented to also include the addition of Mayor, All Councilmembers and City Clerk to the proposal of all candidates as well as exempt the airing/playback of City Council meetings from the policy.

AYES: Tonya Burke, David Starr Rabb

NOES: Rita Rogers, Mark Yarbrough, Daryl Busch

ABSENT:

ABSTAIN:

11. **PUBLIC COMMENT/CITIZEN PARTICIPATION:**

The following people spoke at Public Comment:
Bill Lamb

Arlene Jackson

Sherri Kreissig

12. **COUNCIL COMMUNICATIONS:**

The following Councilmember's Spoke:

Rogers
Burke
Yarbrough
Rabb
Busch

13. **CITY MANAGER'S REPORT:**

14. **ADJOURNMENT: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official (951) 443-1029. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.**

There being no further business the Mayor adjourned the City Council meeting at 9:47 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL


Meeting Date: September 13, 2016

SUBJECT: **Ordinance Amendment 16-05024** – to update Perris Municipal Code Chapter 19.82 (Districts and Map) to revise the City of Perris Zoning Map to include an Airport Overlay Zoning designation, and adopt an Airport Overlay Zone (AOZ) Code Chapter (19.51) to the Perris Municipal Code Chapter 19 to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

Specific Plan Amendment 16-05025 – to amend the Perris Valley Commerce Center Specific Plan to update the Airport Overlay Zone Section (Section 12) to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

RECOMMENDED ACTION: **Second Reading of Ordinance No. 1331** approving Specific Plan Amendment 16-05025 subject to the information contained in the staff report and making findings in support thereof.

Second Reading of Ordinance No. 1332 approving Ordinance Amendment 16-05024 based on the information and attachments contained in the staff report.

CONTACT: Clara Miramontes, Director of Development Services 



BACKGROUND/DISCUSSION:

On August 30, 2016, the City Council unanimously approved (5-0) Ordinance Amendment 16-05024 to update the Perris Municipal Code to revise the City of Perris Zoning Map (Chapter 19.82), and establish an Airport Overlay Zoning designation (Chapter 19.51); and Specific Plan Amendment 16-05025 to amend the Perris Valley Commerce Center Specific Plan (Section 12) to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

Upon adoption, Ordinance 1331 and Ordinance 1332 (both attached) will be enacted 30 days thereafter.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item is covered by the 2016-2017 General Fund budget.

PREPARED BY: Nathan G. Perez, Associate Planner 
REVIEWED BY: Ron Carr, Assistant City Manager 
CITY ATTORNEY: N/A

Consent: **September 13, 2016**

Attachments:

1. City Council Ordinance No. 1331 (Exhibits on file at Planning Division)
2. City Council Ordinance No. 1332 (Exhibits on file at Planning Division)
3. City Council Submittal dated Aug 30, 2016

ORDINANCE NUMBER 1331

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 16-05025 TO AMEND THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO UPDATE THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324.

WHEREAS, the City of Perris filed Specific Plan Amendment 16-05025 to amend the Perris Valley Commerce Center Specific Plan to update the Airport Overlay Zone section (Section 12) to adopt the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; and

WHEREAS, On November 13, 2014, the Riverside County Airport Land Use Commission (ALUC) adopted the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP) that superseded the 1984 Riverside County Airport Land Use Plan; and

WHEREAS, On July 14, 2016, the Riverside County Airport Land Use Commission (ALUC), deemed Specific Plan Amendment 16-05025 consistent contingent upon City Council action adopting the Specific Plan Amendment; and

WHEREAS, the City has complied with SB 18 and AB 52 consultation requirements of the State of California regarding General Plan Amendment 15-05122; and

WHEREAS, on August 17, 2016 the Planning Commission conducted a duly notice public hearing on the proposed specific plan amendment, considered testimony and materials in the staff reports, accompanying documents and exhibits and recommended the City Council approve Specific Plan Amendment 16-05025; and

WHEREAS, proposed Specific Plan Amendment 16-05025, are considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, On August 30, 2016 the City Council conducted a duly notice public hearing on the proposed projects, considered testimony and materials in the staff reports, accompanying documents and exhibits; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perris as follows:

Attachment 1

Section 1. The above recitals are all true and correct.

Section 2. The City Council has reviewed and considered the environmental documentation for the project prior to taking action on the applications. Based on the analysis contained in the Initial Study and accompanying environmental information, the City Council finds that:

- A. No environmental impacts were identified and a Negative Declaration (2324) has been prepared.
- B. The City has complied with the California Environmental Quality Act (CEQA).
- C. Determinations of the City Council reflect the independent judgment of the City.

Section 3. Based upon the information contained within the staff report and accompanying attachments, with respect to Specific Plan Amendment 16-05025 the City Council find that:

Specific Plan Amendment 16-05025

- (a) The proposed Specific Plan Amendment will not result in a significant adverse effect on the environment and will not affect public health, safety, and welfare.
- (b) The Specific Plan Amendment is consistent with and will contribute to achieving the goals and objectives established by the General Plan and Perris Valley Commerce Center Specific Plan to provide a diversity of commercial and industrial development that create jobs that will benefit the residents of Perris.
- (c) The Specific Plan Amendment proposes to amend the Perris Valley Commerce Center Specific Plan to update the Airport Overlay Zone section (Section 12) to adopt the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

Section 4. The City Council hereby approves Specific Plan Amendment 16-05025 based on the information and findings presented in the staff report.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

ADOPTED, SIGNED and APPROVED this ____ day of ____, 2016.

Mayor, Daryl R. Busch

Attest:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the ___ day of _____ 2016, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

Exhibits: A – updated Perris Commerce Center Specific Plan (Section 12)

ORDINANCE NUMBER 1332

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ORDINANCE AMENDMENT 16-05024 TO UPDATE THE PERRIS MUNICIPAL CODE CHAPTER 19.82 (DISTRICTS AND MAP) TO UPDATE THE CITY OF PERRIS ZONING MAP TO INCLUDE AN AIRPORT OVERLAY ZONE (AOZ) AND IMPLEMENT THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT LAND USE COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324

WHEREAS, the City of Perris filed Ordinance Amendment 16-05024 to amend and update Perris Municipal Code Chapter 19.82 (Districts and Map) to update the City of Perris Zoning Map to include an Airport Overlay Zoning designation, and adopt an Airport Overlay Zone (AOZ) code section (19.51) to the Perris Municipal Code Chapter 19 to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; and

WHEREAS, On November 13, 2014, the Riverside County Airport Land Use Commission (ALUC) adopted the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP) that superseded the 1984 Riverside County Airport Land Use Plan; and

WHEREAS, On July 14, 2016, the Riverside County Airport Land Use Commission (ALUC), deemed Ordinance Amendment 16-05024 consistent contingent upon City Council action adopting the Ordinance Amendment (AOZ) and Specific Plan Amendment; and

WHEREAS, the City has complied with SB 18 and AB 52 consultation requirements of the State of California regarding Ordinance Amendment 16-05024; and

WHEREAS, on August 17, 2016 the Planning Commission conducted a duly notice public hearing on the proposed specific plan amendment, considered testimony and materials in the staff reports, accompanying documents and exhibits and recommended the City Council approve Ordinance Amendment 16-05024; and

WHEREAS, proposed Ordinance Amendment 16-05024 , is considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, On August 30, 2016 the City Council conducted a duly notice public hearing on the proposed projects, considered testimony and materials in the staff reports, accompanying documents and exhibits; and

Attachment 2

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perris as follows:

Section 1. The above recitals are all true and correct.

Section 2. The City Council has reviewed and considered the environmental documentation for the project prior to taking action on the applications. Based on the analysis contained in the Initial Study and accompanying environmental information, the City Council finds that:

- A. No environmental impacts were identified and a Negative Declaration (2324) has been prepared.
- B. The City has complied with the California Environmental Quality Act (CEQA).
- C. Determinations of the City Council reflect the independent judgment of the City.

Section 3. Based upon the information contained within the staff report and accompanying attachments, with respect to Ordinance Amendment 16-05024 the City Council find that:

Ordinance Amendment 16-05010

- A. The proposed Ordinance Amendment will not result in a significant adverse effect on the environment.
- B. The proposed Ordinance Amendment will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinance.
- C. The proposed Ordinance Amendment will not have a negative effect on public health, safety, or the general welfare of the community.

Section 4. The City Council hereby approves Ordinance Amendment 16-05024 based on the information and findings presented in the staff report.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the

provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

ADOPTED, SIGNED and APPROVED this ____ day of ____, 2016.

Mayor, Daryl R. Busch

Attest:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the ____ day of _____ 2016, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

Exhibits: A – Updated Chapter 19.82 (Districts and Map)
 B - Chapter 19.51 (March Airport Overlay Zone)

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 30, 2016

SUBJECT: **General Plan Amendment 15-05122** – to amend the City of Perris General Plan (2030) Land Use, Noise, and Safety Elements to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

Ordinance Amendment 16-05024 – to update Perris Municipal Code Chapter 19.82 (Districts and Map) to revise the City of Perris Zoning Map to include an Airport Overlay Zoning designation, and adopt an Airport Overlay Zone (AOZ) Code Chapter (19.51) to the Perris Municipal Code Chapter 19 to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

Specific Plan Amendment 16-05025 – to amend the Perris Valley Commerce Center Specific Plan to update the Airport Overlay Zone Section (Section 12) to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

REQUESTED ACTION: **Approve Resolution No. (*next in order*)** approving General Plan Amendment 15-05122 based on the information and attachments contained in the staff report.

Introduce First Reading of Ordinance No. (*next in order*) approving Ordinance Amendment 16-05024 based on the information and attachments contained in the staff report.

Introduce First Reading of Ordinance No. (*next in order*) approving Specific Plan Amendment 16-05025 subject to the information contained in the staff report and making findings in support thereof.

CONTACT: Clara Miramontes, Director of Development Services

BACKGROUND/DISCUSSION:

On November 13, 2014, the Riverside County Airport Land Use Commission (ALUC) adopted the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP) that superseded the 1984 Riverside County Airport Land Use Plan which includes March Air Reserve Base Airport Influence Area (AIA). As a result of the 2014 ALUCP adoption, the City of Perris' 2009 overrule of the 1984 Riverside County Airport Land Use Plan is no longer valid, thus deeming the 2030 City of Perris General Plan inconsistent. In July 2015, the City of Perris contracted *Johnson Aviation* to assist in updating the City's General Plan in order to comply with the 2014 March ALUCP. The proposed project will bring the City's General Plan and Zoning Code in compliance with the 2014 ALUCP.

At the July 14, 2016 ALUC hearing, ALUC made a determination of consistency in regards to the City's General Plan Update, Airport Overlay Zone Ordinance and Perris Valley Commerce Center Specific Plan update. The determination of consistency is contingent upon action by the Perris City Council adopting all amendments and providing confirmation of approval to ALUC staff. Once the City Council approves the General Plan, Specific Plan and Airport Overlay Zoning sections, projects consistent with the AOZ designations will not require ALUC review with the exception of legislative actions such as General Plan Amendments, Specific Plan Amendments, and Ordinance Amendments. During the ALUC hearing, the

March ARB commander commented that the base appreciates the City's efforts in addressing their concerns and had no objection to the City's General Plan update. Staff has incorporated Land Use Policy V.C. that will require all projects within Accident Potential Zones I and II (APZ I and APZII) to be forwarded to the base for comment and review based on the most current AFI guidelines. The AFI has stricter land use compatibility guidelines in regards to people per acre and use intensities within Accidental Potential Zones I and II than the 2014 March ALUCP. To date, staff has already been working with the base on various projects within APZs I and II.

On August 17, 2016, the Planning Commission recommended that the City Council approve the proposed amendments. The March ARB Commander was present at the public hearing and commented that he appreciates staff's collaboration and willingness to work with the base to come to a resolution on addressing projects in the APZ's I and II. He had no objection to the proposed amendments.

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study has been prepared for the proposed project, which determined that there is no substantial evidence of adverse environmental effects and a Negative Declaration has been prepared (No. 2324).

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item is covered by the 2016-2017 General Fund budget.

Prepared by: Nathan G. Perez, Associate Planner
Reviewed by: Ron Carr, Assistant City Manager
City Attorney: N/A

Public Hearing: August 30, 2016

Attachments:

1. City Council Resolution No. (Next in order) for General Plan Amendments (Land Use, Noise and Safety Elements)
2. City Council Ordinance No. (Next in order) for Specific Plan Amendment to Perris Valley Commerce Center Specific Plan update
3. City Council Ordinance No. (Next in order), Revised Chapter 19.82 (District's Map), Airport Overlay Zone (AOZ) Chapter 19.51
4. Planning Commission Staff Report Dated August 17, 2016 (Includes Negative Declaration 2324)

**CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL**

MEETING DATE: September 13, 2016

SUBJECT: NPDES Industrial and Commercial Inspection Services

REQUESTED ACTION: Approve the contract services agreement extension with Lynn Merrill Consulting, and authorize the City Manager to sign the Contract.

CONTACT: Michael Morales, Capital Improvements Project Manager

BACKGROUND/DISCUSSION

On September 8, 2015 the City Council approved a one year Agreement with Lynn Merrill Consulting to implement the NPDES required Industrial and Commercial Inspection Program. The NPDES permit requires the City to inspect certain industrial and commercial business that cause, have the potential to cause, or contribute to a violation of the water quality standards set forth in the Basin Plan; or convey pollutants to receiving waters or the City's storm water conveyance system. The City Council later amended the Agreement to provide for an Engineering Technician to assist with inventory of storm drain facilities within 32 new general fund and flood control district areas. The inventory establishes quantities of pipe, catch basins and other facilities that the City must clean on a regular basis to prevent pollutants from reaching receiving waters. The Agreement is set to expire On September 8, 2016, unless renewed by the City Council.

Selection of Consultant

In accordance with the provisions of the City of Perris Municipal Code found in section 3.32.350 Exemptions—supplies equipment, and contractual services: bid procedures set forth in the purchasing code need not be followed in a situation where the commodity or service is proprietary, or for the contracting of professional services (e.g. attorneys, architects, or engineers). However, the City solicited proposals from qualified Professional Firms including Lynn Merrill Consulting and Cynthia Gabaldon Resource Management and Engineering Services (CGRME). Lynn Merrill Consulting has continued to demonstrate their effectiveness with timely and thorough inspections; Lynn Merrill has continued to maintain high customer service standards with both the City and Business Owners who are subject to the inspection services; and Lynn Merrill Consulting has demonstrated their technical expertise, through their attention to detail, and consistent good reviews during City quality control checks of Inspection Forms.

Recommendation For Extension of Contract Services Agreement

NPDES Commercial and Industrial Inspection Services requires expertise in several professional disciplines including code enforcement, civil engineering and environmental science. To perform this function in-house would require recruitment for a dedicated in-house inspector, or substantial coordination between several departments and divisions within the City, which currently have the requisite set of skills to perform

this function. Therefore, it was determined by staff that it would be more advantageous to seek out a consulting firm with specific expertise in NPDES Commercial and Industrial Inspection Services. Given the demonstrated expertise of Lynn Merrill Consulting, City staff is recommending a one year extension of the existing contract.

BUDGET (or FISCAL) IMPACT:

On July 12, 2016, the City Council approved funding for these NPDES and Flood Control District #1 Contract Inspection Services, and Contract Staff Services for fiscal year 2016-17. The contract amount for Lynn Merrill Consulting Services would be \$71,088 for these services.

Reviewed by:

City Attorney: Pending

Assistant City Manager: *RL*

Attachment(s): Agreement Lynn Merrill Consulting

Consent: X
Public Hearing:
Business Item:
Other:

**CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
NPDES INDUSTRIAL AND COMMERCIAL INSPECTION SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 8th day of September, 2016, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and LYNN MERRILL, (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance With Law.

All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Additional Services

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, (ii) Phase Contract Sum, and/or (iii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000; whichever is less, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time

consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of seventy-one thousand eighty-eight and 00/100 dollars (\$71,088.00) (herein "Contract Sum"). For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount for each phase as follows: Phase I, eighteen thousand and 00/100 dollars (\$ 18,000.00); Phase II, four thousand and 00/100 dollars (\$ 4,000.00); Phase IV, forty-nine thousand eighty-eight and 00/100 dollars (\$ 49,088.00) (the maximum payment for each phase shall be referred to herein as "Phase Contract Sum"), except as provided in Section 1.4. The method of compensation shall include: (i) payment issued at satisfactory completion of one hundred percent (100%) of the individual facility inspection services during Phase I, as determined by the City; (ii) payment for time and materials for Phase II shall be made based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Phase Contract Sum; (iii) payment for time for Phase IV shall be made based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Phase Contract Sum; (iv) Reimbursable expenses for Phase I including mileage, overnight mailing, reprographic services, Xerox copies shall be included in the not to exceed Phase Contract Sum, and no additional compensation shall be allowed therefor; (v) allowable expenses for Phase II shall be reimbursed at the direct expense rate cost included in Exhibit B, upon City's receipt of an invoice therefore; allowable reimbursable items include mileage, overnight mailing, reprographic services, Xerox copies, etc. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City (See Exhibit A); Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, and in accordance with the "Schedule of Compensation," Exhibit "B", and upon receipt and approval of the invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from the date that the invoice is received by City.

3.0 TERM

3.1 Term.

Unless earlier terminated in accordance with Section 6.2 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor.

The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Lynn Merrill, Principal-in-Charge

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer.

Michael A. Morales, or his designee, is hereby designated as being the representative of City authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1. Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City, Riverside County, and their officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language. The Commercial General Liability Insurance shall name the City and its officers, employees and agents as additional insureds.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which will include \$1,000,000 employer's liability.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City and its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City its elected and appointed officials and members, officers, attorneys, agents, representatives, Contractors, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnites") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, Contractors, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnites may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnites for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnites.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 5.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City its officers, agents or employees, any and all costs and expenses incurred by the City its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

6.0 REPORTS AND RECORDS

6.1. Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein; or if Contractor is providing design services and becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2. Records Retention Clause Examination and Audit.

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City, the State Auditor of California, and any authorized representatives thereof for purposes of auditing at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

6.3. Confidentiality; Work Product.

(a) Contractor in the course of its duties may have access to confidential data of City or its employees. Contractor agrees that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement and any communications between Contractor or the City or its respective representatives and contractors are deemed confidential and privileged attorney work product. All City data shall be returned to the City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

(b) Contractor will not disclose any report, materials or other information generated or gathered during the course of its performance of its duties under this Agreement or any of its findings, or any information which it obtains or of which it becomes aware in the course of this project, to any third parties or any governmental agency or entity without the City's prior express, written approval. If Contractor believes that it is required by law to disclose any such information, it shall not do so until it has first advised the City of the necessity to make such disclosure and given the City a full opportunity to determine whether such disclosure is required by law. The City shall grant such authorization if it determines that the law requires disclosure.

(c) Nothing contained in this Section 6 shall preclude either party from disclosing information or data: (A) which are generally available to the public without the receiving party's fault at any time before or after acquisition from the transmitting party; or (B) which are obtained or acquired in good faith at any time by the receiving party from a third party who has disclosed the same in good faith and is not under any obligation to the transmitting party in respect thereof; or (C) where a written release is obtained by the receiving party from the transmitting party.

7.0 ENFORCEMENT OF AGREEMENT

7.1. California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2. Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3. Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs,

liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City and Riverside County, as provided elsewhere herein.

7.4. Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5. Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6. Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7. Termination Prior to Expiration Of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) business days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time upon, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for

all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8. Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

8.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Warranty and Representation of Non-Collusion.

No official, officer, or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or

regulation. Contractor warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any Agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

8.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

9.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

9.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in connection with the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by Riverside County EDA setting forth the provisions of this non-discriminating clause.
- (b) Contractor will ensure that all qualified applicants will receive

consideration for employment without regard to race, color, creed, religion, marital status, ancestry, sex or national origin.

10.0 MISCELLANEOUS PROVISIONS

10.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer c/o Michael A. Morales, Capital Improvements Project Manager, City of Perris, Public Works Department, Engineering Administration Division, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

10.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the Designs prepared pursuant to this Agreement, that the altered portions of the facilities shall be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and shall meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

10.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.4 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[END – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF PERRIS,
a municipal corporation

Richard Belmudez, City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

CONTRACTOR:
LYNN MERRILL,

By: _____
Name: Lynn Merrill,
Title: Principal

Address: 35585 Barbara Lane
Yucaipa, CA 92399

[End of Signatures]

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall complete in a competent, professional, and courteous manner, all duties assigned by the Contract Officer, to execute the City's Industrial and Commercial NPDES (National Pollutant Discharge Elimination System) Inspection Program; in accordance with the Agreement, and the following terms and condition:

PHASE 1: NPDES Industrial and Commercial Inspection Program

The City and Contractor shall be responsible for the day-to-day inspection and enforcement of the City's Municipal Code Section 14.22 Storm Water/Urban Runoff Management and Discharge Control Ordinance, and implementation of the City of Perris Commercial and Industrial Inspection Program described in Section 8 of the City of Perris Local Implementation Plan (LIP). The Inspection Program in the LIP is intended meet the minimum requirements of Section 7 and 8 of the Drainage Area Management Plan and meets the requirements of the City's 5-year NPDES Permit, Section XI. of Board Order No. R8-2010-0033 (NPDES permit No. CAS 618033).

- 1.1 The City has established a list of Standard Industrial Classification Codes of concern (SIC's), and Industrial and Commercial business with those code designations have been included on an electronic database. In general, the businesses with the following SIC codes are automotive services, restaurants of various types, and manufacturing plants. The criterion for being on the list includes uses with fuel, chemical, or other hazardous materials storage; uses requiring a State General Industrial Permit; and commercial and industrial businesses that have a City approved SWPPP or WQMP . The sites may have underground storage tanks, or above ground storage tanks with a capacity of 55gallons or more, or have 500 pounds or more of hazardous materials, the site may also produce greater than five to 10 gallons of hazardous waste water per week. In addition, restaurants, mobile automotive services, or other eating establishments have been included on the list due to the potential of pollution through cleaning materials, and wash water.
- 1.2 The City shall be responsible for providing regular updates to the electronic version of the Industrial and Commercial Inspection Program Database and Inspection Summary Report attached to the LIP as Appendix E1, labeled Attachment A. The business list/inventory reflects all known businesses with Standard Industrial Classification Codes of concern (SIC's) in the City of Perris (See LIP Appendix E1, "Attachment C" for SIC's of Concern). Businesses are added to the inventory in two ways: 1) The Business License Clerk informs the Storm Water Program Coordinator that a new business with an "SIC of Concern" has been issued a new business license, and 2) The Storm Water Program Coordinator obtains an updated list of facilities from Riverside County Haz-Mat or Food Services Division.
- 1.3 In accordance with the City's 5-year NPDES Permit, Section XI. of Board Order No. R8-2010-0033 (NPDES permit No. CAS 618033), the City shall be responsible for providing the first prioritization and inspection frequencies for Commercial and Industrial businesses. To

EXHIBIT "A" (Page 1 of 5)
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establish priorities for inspection, the City utilizes the “High,” “Medium,” and “Low” threat to water quality ranking system provided in the NPDES permit. These rankings consider type of commercial and industrial activities (i.e. SIC codes), materials or wastes used or stored outdoors, pollutant discharge potential, business compliance history, facility size, proximity and sensitivity of Receiving Waters, and any other relevant factors described in Section 8 of the Drainage Area Management Plan.

- 1.4 The Contractor shall inspect the identified commercial and industrial businesses at intervals appropriate to the priority level assigned in the inspection program. Businesses with a “High” priority shall initially be inspected annually, businesses with a “Medium” priority shall initially be inspected once every two years, and businesses with a “Low” priority shall initially be inspected once during the NPDES Permit term. Contractor shall conduct inspections for the purpose of determining if the commercial or industrial business is in compliance with the City’s Municipal Code Section 14.22; is in compliance with the facilities approved San Jacinto Permit Storm Water Pollution Prevention Plan (SWPPP); is in compliance with the facilities approved Water Quality Management Plan (WQMP); has applied for and obtained coverage under the States Industrial Storm Water Discharge Permit, if applicable; and is in compliance with any combination of the foregoing requirements. In the event that a business is determined to be in non-compliance, or demonstrates other minor infractions of the foregoing, Contractor shall provide a written correction notice to the business owner. Said Notice shall recommend appropriate remedies and timelines in accordance with policies and procedures established in the City’s LIP, Municipal Code, SWPPP, WQMP, and/or State Industrial Permit. Contractor shall conduct follow-up inspections as required to bring the site back into compliance, and coordinate with the City’s Code Enforcement Division or the State’s Regional Water Quality Control Board as necessary.
- 1.5 Contractor shall document the inspection activities on standardized City Forms provided in the LIP Appendix E1, Attachment F. Contractor shall complete forms, including all relevant back-up documentation and photographs substantiating the enforcement strategy for non-compliant businesses. Contractor shall deliver the same, in hard copy and electronic format to the City Storm Water Program Coordinator for data entry into the Industrial and Commercial Inspection Program Database and Inspection Summary Report. In addition, Contractor shall submit a monthly report with monthly invoice, detailing location and types of inspections completed during the billing period. Contractor shall also include type and location of inspections conducted but not completed (i.e. outstanding cases).

PHASE 2: Notice of Violation Administrative and Investigation Enforcement Support

- 2.1 When sufficient evidence or circumstances exist that cause the Contractor to believe that illegal discharges or illicit connections may be occurring at a business, have occurred at the business, or have a potential to occur at the business in the future, Contractor shall take all legal steps to gain right-of-entry in accordance with Section 1.12.010 of the Perris Municipal Code. Contractor shall conduct an inspection, and document the inspection activities in a summary report, which shall be delivered to the Storm Water Coordinator. The summary report shall inform the City as to compliance with the applicable laws of the City and State. In instances where the illegal discharge may pose an immediate threat to the public health, welfare and

safety, the Contractor shall coordinate containment and clean-up activities with the appropriate Hazardous Materials Agency. Otherwise, in accordance with the procedures established in the LIP, Contractor shall coordinate an appropriate enforcement strategy with the City's Storm Water Pollution Prevention Coordinator. The City may request that Contractor provide administrative and investigative support for issuance of an administrative citation, civil or criminal action against a non-compliant business, or a business that has failed to adequately respond to correction notices issued by the Contract inspector.

PHASE 3. General Services and Requirements and Responsibilities

- 3.1 Contractor shall, at no cost to the City, designate a senior staff member as project manager. Said staff member shall be the contractor's primary liaison with the City for all matters relating to this project for the entire term of the agreement developed under this Agreement.
- 3.2 Contractor shall, at no cost to the City, be responsible for retaining all necessary employees, including a Senior Supervising Inspector, Inspector II, Inspector I, and an Administrative Assistant to carry out the requirements of the Agreement. All employees shall answer directly to the Contractor.
- 3.3 Contractor shall, at no cost to the City, be responsible for delivery and pick-up of all documents, plans, reports, inspection forms, etc. to and from all city departments, with the exception of specific tasks noted above.
- 3.4 Contractor shall, at no cost to the City, correct any and all errors and omissions in products delivered, which are discovered subsequent to the completion of the review process.
- 3.5 Contractor shall, at no cost to the City, submit invoices to the City on a monthly basis. Each invoice will be itemized, and Contractor shall request payment for only cases that have been completed. Contractor shall submit a monthly report with monthly invoice, detailing location and types of inspections completed during the billing period. Contractor shall also include type and location of inspections conducted but not completed (i.e. outstanding cases).
- 3.6 Contractor shall, at no cost to the City, be available to answer questions regarding the inspection scope, documents, milestones, follow-ups, required reports and updates.
- 3.7 Contractor shall, at no cost to the City, attend all meetings described below at the discretion of the Contract Officer, but not to exceed 1 hour per week. All reports and documentation shall be subject to the review and approval of the Contract Officer. All employees provided by the Contractor are expected to conduct themselves in a professional and courteous manner at all times, particularly during interactions with the public, and Contractor agrees that it shall immediately replace any employee violating this requirement as determined by the sole discretion of the Contract Officer.

- 3.8 Contractor shall, at no cost to the City, be responsible for coordinating with the Contract Officer to determine staffing and training needs of the Senior Supervising Inspector, Inspector II, Inspector I, and the Administrative Assistant
- 3.9 Contractor shall, at no cost to the City, supervise of the Senior Supervising Inspector, Inspector II, Inspector I, and Administrative Assistant for the purpose of insuring timely inspections and resolution of outstanding inspection cases. Subtasks may include:
- Insure an equitable distribution of workload among inspectors
 - Assess the skill level of inspectors and assign cases that are within an inspector's skill level
 - Assure that all reports to the Contract Officer are completed in a complete, accurate, and professional manner
 - Monitor the productivity of Senior Supervising Inspector, Inspector II, Inspector I, and Administrative Assistant
 - Keep an ongoing and open line of communication with Senior Supervising Inspector, Inspector II, Inspector I, and Administrative Assistant to address concerns including areas of deficiencies, technical inabilities, and customer service attitudes
- 3.10 On the basis of Commercial and Industrial inspections, and through the continual evaluation of these Commercial and Industrial businesses, the Contractor shall, at no cost to the City, recommend changes to the initial prioritization and inspection frequency originally provided by the City. A report of the changes and the justification for each change shall be submitted to the Storm Water Coordinator for data entry into the Industrial and Commercial Inspection Program Database and Inspection Summary Report. Recommended changes shall be based on the status of compliance of the site; and any changes to the types of activities occurring at the site, materials or wastes used or stored outdoors, pollutant discharge potential, facility size, proximity and sensitivity of Receiving Waters, and any other relevant factors described in Section 8 of the Drainage Area Management Plan.

PHASE 4. Additional NPDES Services

The Contract Officer shall have the right to order extra work in situations determined by the Contract Officer to be necessary or reasonably incidental to the implementation of the City's 5- Year National Pollutant Discharge Elimination System Permit (NPDES), or Flood Control District Maintenance Program . Contractor shall provide one Engineering Technician, or Engineering Intern to carry out the requirements of the Additional NPDES Services Agreement.

Contractor shall attend all meetings described below at the discretion of the Contract Officer. All reports and documentation shall be subject to the review and approval of the Contract Officer. All employees provided by the Contractor are expected to conduct themselves in a professional and courteous manner at all times, particularly during interactions with the public, and Contractor agrees that it shall immediately replace any employee violating this requirement as determined by the sole discretion of the Contract Officer.

- 4.1 Under supervision, monitor New Storm Drain Facility Mapping, including but not limited to obtaining as-built or approved plans from interagency data bases, other City Departments, or

- Developers for the purpose of updating new lineal footage of open channel and below ground storm drain facilities.
- 4.2 Under Supervision, performs complex and difficult engineering studies of storm drain system plans and grading plans, intended to inventory all existing types and quantities of facilities for bid document and work description development.
 - 4.3 Under supervision, assists with the Development of Bid Documents/Bid Schedule of Values using WORD, EXCEL, and other software based upon quantities derived from special engineering studies.
 - 4.4 Use GIS Software, Google Earth and other geoprocessing software to create or update existing data bases, exhibits, and maps
 - 4.5 Catalogue, inventory and file maps and plans in hard copy and electronic format
 - 4.6 Conduct field visits for the purpose of determining as-built conditions and updating new lineal footage of open channel and below ground storm drain facilities.
 - 4.7 Conducts field visits for the purpose of monitoring outfalls, and collecting water samples to determine potential illicit discharges, completes field reports and takes photographs to document outfall visits.
 - 4.8 Ownership of Documents. All drawings, specifications, reports, records, documents, GIS Maps, GIS electronic files and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Contractor shall be paid lump sum payments based upon of completion of individual inspection services, as determined by the City in accordance with Section 2.1 of the Agreement, but not to exceed the following amount for each individual phase:

CONTRACT SERVICES

PHASE 1: NPDES Industrial and Commercial Inspection Program

<u>Facility Type</u>	<u>Number of Inspections</u>	<u>Priority Level</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Industrial Facility	*	High	\$225.00
Industrial Facility	*	Medium	\$180.00
Industrial Facility	*	Low	\$90.00
Restaurant Facility	*	High	\$75.00
Restaurant Facility	*	Medium	\$60.00
Restaurant Facility	*	Low	\$45.00
Commercial Facility	*	High	\$65.00
Commercial Facility	*	Medium	\$55.00
Commercial Facility	*	Low	\$45.00
Facility with Approved SWPPP or WQMP	*	Any	\$180.00

SUB-TOTAL CONTRTACT SERVICES PHASE 1= \$TBD

REIMBURSABLES PHASE 1

<u>Item Description</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Mileage @ .575 cents per mile	
Reprographic services, Xerox copies, overnight mailing, at cost	

SUB-TOTAL REIMBURSABLES PHASE 1= INCLUDED

TOTAL CONTRACT SERVICES PHASE 1= \$18,000.00

Contractor shall be paid for time and materials based upon the following rates, as determined by the City in accordance with Section 2.1 of the Agreement, but not to exceed the following amounts for each individual phase:

PHASE 2: Notice of Violation Administrative and Investigation Enforcement Support

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Extra Investigative Services	*	\$150	TBD

SUB-TOTAL CONTRACT SERVICES PHASE 2= \$TBD

REIMBURSABLES PHASE 2

<u>Item Description</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Mileage @ .575 cents per mile	TBD
Reprographic Services, Xerox Copies overnight mailing, at Cost	
SUB-TOTAL REIMBURSABLES PHASE 2=	\$TBD
TOTAL CONTRACT SERVICES PHASE 2=	\$4,000.00

Contractor shall be paid for time and materials based upon the following rates, in accordance with Section 2.1 of the Agreement, but not to exceed the following amount:

PHASE 4-ADDITIONAL WORK IF NECESSARY (NPDES AND TMDL SERVICES)

<u>Item Description</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Flood Control District Engineering Tech	1248	32.00	\$39,936
General Fund Engineering Intern	416	22.00	<u>\$9,152</u>
TOTAL CONTRACT SERVICES PHASE 4=			\$49,088.00

**CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL**

MEETING DATE: September 13, 2016

SUBJECT: Bid Award Maintenance of Catch Basins and Storm Drain Systems (Spec. No #FCGF 1-2016-17-02)

REQUESTED ACTION: Award Bid for Maintenance of Catch Basins and Storm Drain Systems to Ocean Blue Environmental Services, Inc., and authorize the City Manager to execute a two-year Agreement subject to non-substantive changes from the City Attorney's Office.

CONTACT: Michael Morales, Capital Improvements Project Manager

BACKGROUND/DISCUSSION:

Spec. #FCGF 1-2016-17-02 was developed to provide the bid requirements associated with maintenance of catch basins and storm drains. These services would occur in 30 General Fund and Flood Control Benefit Zones throughout the City.

The City Clerk advertised, held a public bid opening on August 29, 2016 received and read bids from prospective contractors for the maintenance of catch basins and storm drains described earlier. Attached is a summary of the bids received. The Public Works Department-Engineering Administration Division analyzed each proposal, and determined that the bid submitted by the recommended lowest responsible bidder met all the specified requirements for the project. Based on these criteria, the City Council may award a 2-year maintenance services agreement to Ocean Blue Environmental Services, Inc., who proposed completing the maintenance services for an annual amount of \$169,746.20. Please find attached a summary of the bids received.

If the bid is awarded by the City Council, Engineering Administration staff will review the required insurance certificates, insurance endorsements, and will seek the review and approval of the maintenance services contract from the City Attorney's Office. Therefore, staff is recommending that the City Council authorize the City Manager to execute the Contract Services Agreement between the City of Perris and Ocean Blue Environmental Services, Inc., in the amount of \$169,746.20 subject to non-substantive changes by the City Attorney's office.

BUDGET (or FISCAL) IMPACT:

Appropriate funding has been approved by the City Council in the 2016-17 Flood Control District I and NPDES budgets to maintain these facilities in the amount of \$177,748.00. The proposed contract for Ocean Blue Environmental Services Inc. is \$169,746.20.

REVIEWED BY:

City Attorney: Pending
Assistant City Manager: RC

Attachment(s): 1) Summary of Bids Received
 2) Contract Services Agreement

Consent: X

Public Hearing:

Business Item:

Other:

**CITY OF PERRIS
BID OPENING LOG SHEET**

BID OPENING DATE: August 29, 2016

PROJECT DESCRIPTION: Maintenance of Catch Basins and Storm Drain System
FCD #1-2016-17-02

	<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>BID BOND</u>
1	Ocean Blue Environmental Services	\$169,774.20	Cash. Ck.
2	Downstream Services, Inc.	\$174,881.86	Y
3	United Storm Water, Inc.	\$179,029.75	Y
4			
5			
6			
7			
8			
9			
10			

Bid Officer: Judy Haughney, Records Clerk

Witnesses: Michael Morales
Susan Almanza
Monica Martinez

Signed:

Judy L. Haughney

Dated:

8-29-16

**CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
MAINTENANCE OF CATCH BASINS AND STORM DRAIN SYSTEMS
(Specification No. #FCGF 1-2016-17-02)**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this ___ day of ___, 2016, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and OCEAN BLUE ENVIRONMENTAL SERVICES, INC., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: Maintenance of Catch Basins and Storm Drain Systems Specifications and Information for Bidders (Specification No. #FCGF 1-2016-17-02), which are incorporated by this reference as though set forth in full herein.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal, materials, laboratory test results, and disposal manifests necessary and reasonably incidental to maintain Catch Basins, Storm Drain Pipe, Hydrodynamic Separators, and other Flood Control Facilities within the General Fund Areas, and Flood Control District #1, in Perris, CA, in strict accordance with Specification No. #. FCGF 1-2016-17-02 Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction

1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a signed and authorized written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of Specification No. # FCGF 1-2016-17-02. City and Contractor agree that City may seek additional cost estimates from third party contractors to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractors to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of Specification No.# FCGF 1-2016-17-02. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of one hundred sixty nine thousand seven hundred forty six and 20/100 dollars (\$169,746.20), per year, in accordance with Parts 2, 3, and 4 titled "General Provisions," "Standard Provisions," and "Construction Materials, Methods & Specifications and Payment Requirements," respectively, of Specification No. # FCGF 1-2016-17-02; and Section BF, "Bid Form," "Bid Schedule of Values" of Specification No. # FCGF 1-2016-17-02; but not exceeding the maximum contract sum of three hundred thirty nine thousand four hundred ninety two and 40/100 dollars (\$339,492.40).

2.2 Method of Payment.

City agrees to pay and Contractor agrees to accept in full consideration for the performance of the work of this Agreement the Contract Sum, subject to additions and deductions as provided in Section 1.5, in accordance with the following provisions:

(a) Unconditional Waiver and Release.

A performance, payment and materials bond will not be required. However, the Contractor shall sign and submit an Unconditional Waiver and Release (Claim Release Form), to the City, upon progress and final payments.

(b) Progress and Final Payments.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions," respectively, of Specification No.# FCGF 1-2016-17-02 and Section BF, "Bid Form," "Bid Schedule of Values" of Specification No.# FCGF 1-2016-17-02. Upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the Contract Officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the Contract Officer. A retention of ten percent (10%), unless otherwise directed by the Contract Officer shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the Contract Officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus ten (10%) percent retention). The final retention payment shall be issued following 30 days from the filing of the Notice of Completion, unless otherwise directed by the Contract Officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50).

2.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

Maria C. Lee, is designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

Michael Morales, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

3.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

4.0 **INSURANCE, INDEMNIFICATION AND BONDS**

4.1. Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which

shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnites") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnites may have under the law. Payment is not required as a condition precedent to

an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City of Perris, California, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City of Perris, California, officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

5.0 TERM

5.1 Time For Completion and Liquidated Damages.

The work for the Maintenance of Catch Basins and Storm Drain Systems, (Specification No. # FCGF 1-2016-17-02), shall commence on the ___ day of ___, 2016, and shall be completed in accordance with the performance schedule provided within Specification No. # FCGF 1-2016-17-02. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to five hundred and 00/100 dollars (\$500.00) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within ten (10) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated

during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris
Public Works Department, Engineering Administration Division
101 N. "D" Street
Perris, CA 92570
ATTN: Michael Morales, Capital Improvements Project Manager

Contractor

Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach, CA 90813
ATTN: Maria C. Lee, CEO/Board Chair

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities shall be construed to be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after expiration of any agreement.

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

8.5 Prevailing Wages

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for

penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

8.6 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.7 Employment of Apprentices

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

8.8 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.10 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.11 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[END – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF PERRIS,
a municipal corporation

Richard Belmudez, City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Eric L. Dunn, City Attorney

CONTRACTOR:

OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.,

Maria C. Lee, CEO/Board Chair

[END OF SIGNATURES]

NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

BID FORM

Bid Date: August 29, 2016
Time: 2:00 p.m. (PST)
Place: 101 North "D" Street, Perris
Project: "Maintenance of Catch Basins and Storm Drain Systems" (Spec. No. #FCGF 1-2016-17-02)

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of Ocean Blue Environmental Services, Inc., hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as Corporation. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In case of discrepancy between words and figures, words shall prevail.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Since time is of the essence, Bidder hereby agrees to commence work under this Contract on **October 10, 2016** and to fully complete all work on or before the time periods specified in the Contract Documents after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$500.00 (five hundred dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage. The undersigned, as Bidder proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

Maintenance of Catch Basins and Storm Drain Systems
(Spec. #FCGF 1-2016-17-02)

Bidder (Company Name): _____

BID SCHEDULE

BID ITEM NO.	(A) ESTIMATED QUANTITY AND UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE (Figures)	(D) QUANTITY	(E) FREQUENCY TRIENNIALLY, BI-ANNUALLY OR ANNUALLY	Yearly Price (Figures) (CxDxE)
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1) Bid Schedule – FC-1 (TR 19893 & TR 20211) – Not Assessed

1.	3 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X3	X2	\$ 6.00
2.	3 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X3	X2	\$ 370.50
3.	3 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X3	X1	\$ 12.00
4.	1EA.	Remove and dispose of debris from 30" CMP inlet riser, (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50
5.	1EA.	Inspect, photo document, and log conditions before and after cleaning of 30" CMP inlet riser, (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00

Subtotal FC#1 FIVE HUNDRED FOURTEEN DOLLARS \$ 514.00
(In Words) (In Figures)

2) Bid Schedule – FC GF#1 (PM 19713)

6. 20 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X20	X2	\$ 40.00
7. 20 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X20	X2	\$ 2,470.00
8. 20 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X20	X1	\$ 80.00
Subtotal FC GF#1	TWO THOUSAND FIVE HUNDRED NINETY (In Words) DOLLARS				\$ 2,590.00 (In Figures)

3) Bid Schedule – FC GF#2 (PM 26437)

9. 15 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X15	X2	\$ 30.00
10. 15 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X15	X2	\$ 1,852.50
11. 695 LF.	Remove and dispose of debris from all 18" RCP, (1x every 3 years)	\$ 1.40 LF.	X695	X1	\$ 973.00
12. 695 LF.	Video document and log condition after cleaning of all 18" RCP, (1x every 3 years)	\$ 1.80 LF.	X695	X1	\$ 1,251.00
13. 526 LF.	Remove and dispose of debris from all 24" RCP, (1x every 3 years)	\$ 1.40 LF.	X526	X1	\$ 736.40
14. 526 LF.	Video document and log condition after cleaning of all 24" RCP, (1x every 3 years)	\$ 1.80 LF.	X526	X1	\$ 946.80

15. 180 LF.	Remove and dispose of debris from all 30" RCP, (1x every 3 years)	\$ 1.40 LF.	X180	X1	\$ 252.00
16. 180 LF.	Video document and log condition after cleaning of all 30" RCP, (1x every 3 years)	\$ 1.80 LF.	X180	X1	\$ 324.00
17. 64 LF.	Remove and dispose of debris from all 33" RCP, (1x every 3 years)	\$ 1.40 LF.	X64	X1	\$ 89.60
18. 64 LF.	Video document and log condition after cleaning of all 33" RCP, (1x every 3 years)	\$ 1.80 LF.	X64	X1	\$ 115.20
19. 3125 LF	Remove and dispose of debris from all 36" RCP, (1x every 3 years)	\$ 1.40 LF.	X3125	X1	\$ 4,375.00
20. 3125 LF.	Video document and log condition after cleaning of all 36" RCP, (1x every 3 years)	\$ 1.80 LF.	X3125	X1	\$ 5,625.00
21. 15 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X15	X1	\$ 60.00
22. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of Grated Inlet, (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00
23. 1 EA.	Remove and dispose of debris from Grated Inlet, (2 times per year)	\$ 61.75 EA	X1	X2	\$ 123.50

Subtotal FC GF#2 SIXTEEN THOUSAND SEVEN HUNDRED FIFTY SIX (In Words) DOLLARS \$ 16,756.00 (In Figures)

4) Bid Schedule – FC#3 (TR 24499 – Not Assessed)

24. 30 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X30	X2	\$ 60.00
25. 30 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X30	X2	\$ 3,705.00
26. 30 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4 EA.	X30	X1	\$ 120
Subtotal FC#3	<u>THREE THOUSAND EIGHT HUNDRED EIGHTY FIVE DOLLARS (In Words)</u>				<u>\$ 3,885.00 (In Figures)</u>

5) Bid Schedule – FC GF#3 (TR 20211)

27. 4 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X4	X2	\$ 8.00
28. 4 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X4	X2	\$ 494.00
29. 4 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X4	X1	\$ 16.00
Subtotal FC GF#3	<u>FIVE HUNDRED EIGHTEEN DOLLARS (In Words)</u>				<u>\$ 518.00 (In Figures)</u>

6) Bid Schedule – FC #4 (TR 24715) – Not Assessed

30. 3 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X3	X2	\$ 6.00
31. 3 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X3	X2	\$ 370.50
32. 10 LF.	Inspect, photo document, and log conditions before and after cleaning of under sidewalk drain, (2 times per year)	\$ 1.00 LF.	X10	X2	\$ 20.00
33. 10 LF.	Remove and dispose of debris from under sidewalk drain, (2 times per year)	\$ 61.75 LF.	X10	X2	\$ 1,235.00
34. 163 LF.	Video document, and log conditions after cleaning of 60"Wx8"H RCB at Columbine Ct., (1x every 3 years)	\$ 1.80 LF.	X163	X1	\$ 293.40
35. 163 LF.	Remove and dispose of debris from 60"Wx8"H RCB at Columbine Ct., (1x every 3 years)	\$ 1.40 LF.	X163	X1	\$ 228.20
36. 392 LF.	Inspect, video document, and log conditions after cleaning of 10" PVC (4x 98'), (1x every 3 years)	\$ 1.80 LF.	X392	X1	\$ 705.60
37. 392 LF.	Remove and dispose of debris from all 10" PVC (4x98'), (1x every 3 years)	\$ 1.40 LF.	X392	X1	\$ 548.80
38. 204 LF.	Video document, and log conditions after cleaning of 54" RCP, (1x every 3 years)	\$ 1.80 LF.	X204	X1	\$ 367.20
39. 204 LF.	Remove and dispose of debris from all 54" RCP, (1x every 3 years)	\$ 1.40 LF.	X204	X1	\$ 285.60

40. 572 LF.	Remove and dispose of debris from all 60" RCP, (1x every 3 years)	\$ 1.40 LF.	X572	X1	\$ 800.80
41. 572 LF.	Video document and log condition after cleaning of all 60"RCP, (1x every 3 years)	\$ 1.80 LF.	X572	X1	\$ 1,029.60
42. 358 LF.	Remove and dispose of debris from all 66" RCP, (1x every 3 years)	\$ 1.40 LF.	X358	X1	\$ 501.20
43. 358 LF.	Video document and log condition after cleaning of all 66"RCP, (1x every 3 years)	\$ 1.80 LF.	X358	X1	\$ 644.40
44. 145 LF.	Remove and dispose of debris from all 30" RCP, (1x every 3 years)	\$ 1.40 LF.	X145	X1	\$ 203
45. 145 LF.	Video document and log condition after cleaning of all 30" RCP, (1x every 3 years)	\$ 1.80 LF.	X145	X1	\$ 261
46. 13 LF.	Remove and dispose of debris from all 18" RCP, (1x every 3 years)	\$ 1.40 LF.	X13	X1	\$ 18.20
47. 13 LF.	Video document and log condition after cleaning of all 18"RCP, (1x every 3 years)	\$ 1.80 LF.	X13	X1	\$ 23.40
48. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of 30" Drop Inlet , (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00
49. 1 EA.	Remove and dispose of debris from 30" Drop Inlet, (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50
50. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of 18" Inlet Riser, (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00

51. 1 EA. Remove and dispose of debris from 18" Inlet Riser, (2 times per year) \$ 61.75 X1 X2 \$ 123.50
EA.

52. 5 EA. Provide and install painted stencil message at catch basins and under sidewalk drains per plans and specifications, annually \$ 4.00 X5 X1 \$ 20.00
EA.

FC #4 SEVEN THOUSAND EIGHT HUNDRED \$ 7,812.90
Subtotal TWELVE DOLLARS (In Words) W/ NINETY CENTS (In Figures)

7) Bid Schedule – FC GF#4 (TR 22988)

53. 7 EA. Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year) \$ 1.00 X7 X2 \$ 14.00
EA.

54. 7 EA. Remove and dispose of debris from catch basins, (2 times per year) \$ 61.75 X7 X2 \$ 864.50
EA.

55. 7 EA. Provide and install painted stencil message per plans and specifications, annually \$ 4.00 X7 X1 \$ 28.00
EA.

Subtotal NINE HUNDRED SIX DOLLARS W/ \$ 906.50
FC GF#4 FIFTY CENTS (In Words) (In Figures)

8) Bid Schedule – FC GF#5 (TR 22248)

56. 15 EA. Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year) \$ 1.00 X15 X2 \$ 30.00
EA.

57. 15 EA. Remove and dispose of debris from catch basins, (2 times per year) \$ 61.75 X15 X2 \$ 1,852.50
EA.

58. 15 EA. Provide and install painted stencil message per plans and specifications, annually \$ 4.00 X15 X1 \$ 60.00
EA.

FC GF#5 ONE THOUSAND NINE HUNDRED FORTY-TWO \$ 1,942.50
Subtotal DOLLARS W/ FIFTY CENTS (In Words) (In Figures)
BF-2G

9) Bid Schedule – FC#6 (PM 27544 & PPF 9201)

59. 4 EA	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X4	X2	\$ 8.00
60. 4 EA	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X4	X2	\$ 494.00
61. 1082 LF	Remove and dispose of debris from all 18" RCP, annually	\$ 1.40 LF.	X1082	X1	\$ 1,514.80
62. 1082 LF	Video document and log condition after cleaning of all 18" RCP, annually	\$ 1.80 LF.	X1082	X1	\$ 1,947.60
63. 462 LF	Remove and dispose of debris from all 24" RCP, annually	\$ 1.40 LF.	X462	X1	\$ 646.80
64. 462 LF	Video document and log condition after cleaning of all 24" RCP, annually	\$ 1.80 LF.	X462	X1	\$ 831.60
65. 52 LF	Remove and dispose of debris from all 36" RCP, annually	\$ 1.40 LF.	X52	X1	\$ 72.80
66. 52 LF	Video document and log condition after cleaning of all 36" RCP, annually	\$ 1.80 LF.	X52	X1	\$ 93.60
67. 394 LF	Remove and dispose of debris from all 24" RCP (2x192') from ex conc. trap channel at Old Nuevo continuing north through transition structure (10 LF) ending at 36"RCP at station 12+48, annually	\$ 1.40 LF.	X394	X1	\$ 551.60
68. 394 LF	Video document and log condition after cleaning of all 24" RCP (2x192') from ex conc. trap channel at Old Nuevo continuing north through transition structure (10 LF) ending at 36"RCP at station 12+48, annually	\$ 1.80 LF.	X394	X1	\$ 709.20
69. 13 LF	Remove and dispose of debris from under sidewalk drain (8ft) (Old Nuevo Rd) continuing north through transition structure (5ft), annually	\$ 1.40 LF.	X13	X1	\$ 18.20

70. 13 LF.	Inspect, photo document and log condition before and after cleaning of under sidewalk drain (8ft) Old Nuevo Rd continuing north through transition structure (5ft), annually	\$ 1.80	X13	X1	\$ 23.40
		EA.			
71. 5 EA.	Provide and install painted stencil message at catch basins and under sidewalk drain per plans and specifications, annually	\$ 4.00	X5	X1	\$ 20.00
Subtotal FC#6	SIX THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS WITH SIXTY CENTS (In Words)				\$ 6931.60 (In Figures)

10) Bid Schedule – FC GF#6 (TR 23825)

72. 19 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00	X19	X2	\$ 38.00
		EA.			
73. 19 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75	X19	X2	\$ 2,346.50
		EA.			
74. 19 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00	X19	X1	\$ 76.00
		EA.			
FC GF#6 Subtotal	TWO THOUSAND FOUR HUNDRED SIXTY DOLLARS (In Words)				\$ 2,460.00 (In Figures)

11) Bid Schedule – FC GF#7 (TR 17399)

75. 5 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00	X5	X2	\$ 10.00
		EA.			
76. 5 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75	X5	X2	\$ 617.50
		EA.			

77. 5 EA. Provide and install painted stencil message per plans and specifications, annually
 \$ 4.00 EA. X5 X1 \$ 20.00

FC GF#7 SIX HUNDRED FORTY SEVEN DOLLARS \$ 647.50
 Subtotal (In Words) (In Figures)
 W/ FIFTY CENTS

12) Bid Schedule - FC GF#8 (TR 12469)

78. 3 EA. Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)
 \$ 1.00 EA. X3 X2 \$ 6.00

79. 3 EA. Remove and dispose of debris from catch basins, (2 times per year)
 \$ 61.75 EA. X3 X2 \$ 370.50

80. 3 EA. Provide and install painted stencil message per plans and specifications, annually
 \$ 4.00 EA. X3 X1 \$ 12.00

FC GF#8 THREE HUNDRED EIGHTY ~~HUNDRED~~ \$ 388.50
 Subtotal (In Words) (In Figures)
 DOLLARS W/ FIFTY CENTS EIGHT

13) Bid Schedule - FC GF#9 (TR 20280)

81. 6 EA. Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)
 \$ 1.00 EA. X6 X2 \$ 12.00

82. 6 EA. Remove and dispose of debris from catch basins, (2 times per year)
 \$ 61.75 EA. X6 X2 \$ 741.00

83. 6 EA. Provide and install painted stencil message per plans and specifications, annually
 \$ 4.00 EA. X6 X1 \$ 24.00

FC GF#9 SEVEN HUNDRED SEVENTY SEVEN \$ 777.00
 Subtotal (In Words) (In Figures)
 DOLLARS

14) Bid Schedule - FC GF#10 (TR 20280)

84. 7 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	<u>\$ 1.00</u> EA	<u>X7</u>	<u>X2</u>	<u>\$ 14.00</u>
85. 7 EA.	Remove and dispose of debris from catch basins, (2 times per year)	<u>\$ 61.75</u> EA	<u>X7</u>	<u>X2</u>	<u>\$ 864.50</u>
86. 7 EA.	Provide and install painted stencil message per plans and specifications, annually	<u>\$ 4.00</u> EA	<u>X7</u>	<u>X1</u>	<u>\$ 28.00</u>
FC GF#10 Subtotal	<u>Nine hundred six dollars ^{50/100}</u> (In Words)				<u>\$ 906.50</u> (In Figures)

15) Bid Schedule- FC # 10 (PUP 99/0079)

87. 1000 LF	Remove and dispose of debris from 18" RCP, (1 time every 3 years)	<u>\$ 1.40</u> LF	<u>X1000</u>	<u>X1</u>	<u>\$ 1,400.00</u>
88. 1000 LF	Video document and log condition after cleaning all 18" RCP, (1 time every 3 years)	<u>\$ 1.80</u> LF	<u>X1000</u>	<u>X1</u>	<u>\$ 1,800.00</u>
89. 9 EA	Remove and dispose of debris from Catch Basins (2 times per year)	<u>\$ 61.75</u> EA	<u>X9</u>	<u>X2</u>	<u>\$ 1,111.50</u>
90. 9 EA	Inspect, photo document, and log conditions before and after cleaning catch basins (2 times per year)	<u>\$ 1.00</u> EA	<u>X9</u>	<u>X2</u>	<u>\$ 18.00</u>
91. 9 EA	Provide and install painted stencil message per plans and specifications, annually	<u>\$ 4.00</u> EA	<u>X9</u>	<u>X1</u>	<u>\$ 36.00</u>
Subtotal FC#10	<u>Four thousand three hundred sixty five dollars ^{50/100}</u> (In Words)				<u>\$ 4,365.50</u> (In Figures)

16) Bid Schedule – FC GF#11 (TR 20173)

92. 9 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X9	X2	\$ 18.00
93. 9 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X9	X2	\$ 1,111.50
94. 9 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X9	X1	\$ 36.00
FC GF#11 Subtotal	<u>One thousand one hundred sixty five</u> 50/100 (In Words)				\$ 1,165.50 (In Figures)

17) Bid Schedule – FC GF#12 (TR 23275 & TR 24541 & PM 16230)

95. 8 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X8	X2	\$ 16.00
96. 8 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X8	X2	\$ 988.00
97. 8 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X8	X1	\$ 32.00
98. 1 EA	Inspect, photo document, and log conditions before and after cleaning of 36" CMP Inlet Riser (2 times per year)	\$ 1.00 EA	X1	X2	\$ 2.00
99. 1 EA	Remove and dispose of debris from 36" CMP Inlet Riser (2 times per year)	\$ 61.75 EA	X1	X2	\$ 123.50
FC GF#12 Subtotal	<u>One thousand one hundred ^{sixty} six</u> 50/100 (In Words)				\$ 1,161.50 (In Figures)

18) Bid Schedule – FC GF#13

100. 3 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X3	X2	\$ 6.00
101. 3 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X3	X2	370.50 \$ 185.25
102. 3 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X3	X1	\$ 12.00
FC GF#13 Subtotal	Three hundred eighty eight ^{50/100} (In Words)				\$ 388.50 (In Figures)

19) Bid Schedule – FC GF#14 (TR 15930 & TR 20700)

103. 3 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X3	X2	\$ 6.00
104. 3 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X3	X2	\$ 370.50
105. 289 LF.	Remove and dispose of debris from all 18" RCP, (1 time every 3 years)	\$ 1.40 LF.	X289	X1	\$ 404.60
106. 289 LF.	Video document and log condition after cleaning of all 18" RCP, (1 time every 3 years)	\$ 1.80 LF.	X289	X1	\$ 520.20
107. 276 LF.	Remove and dispose of debris from all 48" Cast Pipe, (1 time every 3 years)	\$ 1.40 LF.	X276	X1	\$ 386.40
108. 276 LF.	Video document and log condition after cleaning of all 48" Cast Pipe, (1 time every 3 years)	\$ 1.80 LF.	X276	X1	\$ 496.80

109. 121 LF.	Remove and dispose of debris from all 48" RCP, (1 time every 3 years)	\$ 1.40 LF.	X121	X1	\$ 169.40
110. 121 LF.	Video document and log condition after cleaning of all 48" RCP, (1 time every 3 years)	\$ 1.80 LF.	X121	X1	\$ 217.80
111. 126 LF.	Remove and dispose of debris beginning at Transition (10LF) at sta. 13+75.79 continuing east through double 4'x2' RCB (50'x2 LF) and ending at the end of Double Transition (8'x2 LF) at sta. 14+42.79, (1 time every 3 years)	\$ 1.40 LF.	X126	X1	\$ 176.40
112. 126 LF.	Video document and log condition after cleaning beginning at Transition (10LF) at sta. 13+75.79 continuing east through double 4'x2' RCB (50'x2 LF) and ending at the end of Double Transition (8'x2 LF) at sta. 14+42.79, (1 time every 3 years)	\$ 1.80 LF.	X126	X1	\$ 226.80
113. 108 LF.	Remove and dispose of debris from all 6'x3' RCB (1 time every 3 years)	\$ 1.40 LF.	X108	X1	\$ 151.20
114. 108 LF.	Video document and log condition after cleaning of all 6'x3' RCB, (1 time every 3 years)	\$ 1.80 LF.	X108	X1	\$ 194.40
115. 3 EA.	Provide and install painted stencil message per plans and specifications, (1 time every 3 years)	\$ 4.00 EA.	X3	X1	\$ 12.00
FC GF#14	Three thousand three hundred thirty-two ⁵⁰ / ₁₀₀	\$ 3,332.50			
Subtotal	(In Words)	(In Figures)			

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20) Bid Schedule – FC#14A (TM 29654, 29993, 29994)

116. 31 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X31	X2	\$ 62.00
117. 31 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X31	X2	\$ 3,828.50
118. 31 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X31	X1	\$ 124.00
Subtotal FC#14A	<u>Four thousand five hundred and fifteen 50/100</u> (In Words)				\$ 4,014.50 (In Figures)

21) Bid Schedule – FC GF #15 - DOWNTOWN PERRIS

119. 35 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X35	X2	\$ 70.00
120. 35 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X35	X2	\$ 4,322.50
121. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of 36" CMP Riser, (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00
122 1 EA.	Remove and dispose of debris from 36" CMP Riser, (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50
123. 41 LF.	Remove and dispose of debris from all 12" HDPE, (1 time every 3 years)	\$ 1.40 LF.	X41	X1	\$ 57.40

124. 41 LF.	Video document and log condition after cleaning of all 12" HDPE, (1 time every 3 years)	\$ 1.80 LF.	X41	X1	\$ 73.80
125. 2185 LF.	Remove and dispose of debris from all 18" RCP, (1 time every 3 years)	\$ 1.40 LF.	X2185	X1	\$ 3,059.00
126. 2185 LF.	Video document and log condition after cleaning of all 18" RCP, (1 time every 3 years)	\$ 1.80 LF.	X2185	X1	\$ 3,933.00
127. 3449 LF.	Remove and dispose of debris from all 24" RCP, (1 time every 3 years)	\$ 1.40 LF.	X3449	X1	\$ 4,828.60
128. 3449 LF.	Video document and log condition after cleaning of all 24" RCP, (1 time every 3 years)	\$ 1.80 LF.	X3449	X1	\$ 6,208.20
129. 116 LF.	Remove and dispose of debris from all 36" RCP, (1 time every 3 years)	\$ 1.40 LF.	X116	X1	\$ 162.40
130. 116 LF.	Video document and log condition after cleaning of all 36" RCP, (1 time every 3 years)	\$ 1.80 LF.	X116	X1	\$ 208.80
131. 80 LF.	Remove and dispose of debris from all 42" RCP, (1 time every 3 years)	\$ 1.40 LF.	X80	X1	\$ 112.00
132. 80 LF.	Video document and log condition after cleaning of all 42" RCP, (1 time every 3 years)	\$ 1.80 LF.	X80	X1	\$ 144.00
133. 970 LF	Remove and dispose of debris from all 60" RCP, (1 time every 3 years)	\$ 1.40 LF.	X970	X1	\$ 1,358.00
134. 970 LF	Video document and log condition after cleaning of all 60" RCP, (1 time every 3 years)	\$ 1.80 LF.	X970	X1	\$ 1,746.00

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135. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of 18"x18" drop-inlet, (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00
136. 1 EA.	Remove and dispose of debris from 18"x18" drop-inlet, (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50
137. 36 EA.	Provide and install painted stencil message at catch basins and drop-inlet per plans and specifications, annually	\$ 4.00 EA.	X36	X1	\$ 144.00
138. 20 LF	Remove and dispose of debris from 12" PVC at parking lot, (1 time every 3 years)	\$ 1.40 LF	X20	X1	\$ 28.00
139. 20 LF	Video document and log condition after cleaning of all 12" PVC at parking lot, (1 time every 3 years)	\$ 1.80 LF	X20	X1	\$ 36.00
FC GF#15 Subtotal	<u>Twenty-six thousand seven hundred forty-two</u> (In Words)				<u>\$26,742.70</u> (In Figures)

22) Bid Schedule - FC GF#16 (TR 21131)

140. 3 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X3	X2	\$ 6.00
141. 3 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X3	X2	\$ 370.50
142. 3 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X3	X1	\$ 12.00
FC GF#16 Subtotal	<u>Three hundred eighty eight</u> (In Words)				<u>\$ 388.50</u> (In Figures)

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23) Bid Schedule – FC GF#17

143. 30 LF	Inspect, photo document, and log conditions before and after cleaning of all under sidewalk drain (3x10'), (2 times per year)	\$ 1.00	X30	X2	\$ 60.00
		LF			
144. 30 LF	Remove and dispose of debris from all under sidewalk drain (3x10'), (2 times per year)	3.00 \$ 61.75	X30	X2	\$ 180.00
		LF			
FC GF#17 Subtotal	<u>Two hundred forty only</u> (In Words)			\$ 240.00	(In Figures)

24) Bid Schedule – FC#27 (TR 31226 – N/A)

145. 8 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00	X8	X2	\$ 16.00
		EA.			
146. 8 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75	X8	X2	\$ 988.00
		EA.			
147. 8 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00	X8	X1	\$ 32.00
		EA.			
FC#27 Subtotal	<u>one thousand thirty six only</u> (In Words)			\$ 1,036.00	(In Figures)

25) Bid Schedule – FC#39 (DPR 05-0192)

148. 8 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00	X8	X2	\$ 16.00
		EA.			
149. 8 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75	X8	X2	\$ 988.00
		EA.			

150. 12 LF.	Remove and dispose of debris from all 12" HDPE, annually	\$ 1.40 LF.	X12	X1	\$ 16.80
151. 12 LF.	Video document and log condition after cleaning of all 12" HDPE, annually	\$ 1.80 LF.	X12	X1	\$ 21.60
152. 129 LF.	Remove and dispose of debris from all 12" RCP, annually	\$ 1.40 LF.	X129	X1	\$ 180.60
153. 129 LF.	Video document and log condition after cleaning of all 12" RCP, annually	\$ 1.80 LF.	X129	X1	\$ 232.20
154. 106 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.40 LF.	X106	X1	\$ 148.40
155. 106 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 1.80 LF.	X106	X1	\$ 190.80
156. 17 LF.	Remove and dispose of debris from all 18" HDPE, annually	\$ 1.40 LF.	X17	X1	\$ 23.80
157. 17 LF.	Video document and log condition after cleaning of all 18" HDPE, annually	\$ 1.80 LF.	X17	X1	\$ 30.60
158. 24 LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.40 LF.	X24	X1	\$ 37.60
159. 24 LF.	Video document and log condition after cleaning of all 30" RCP, annually	\$ 1.80 LF.	X24	X1	\$ 43.20
160. 545 LF.	Remove and dispose of debris from all 42" RCP, annually	\$ 1.40 LF.	X545	X1	\$ 763.00
161. 545 LF.	Video document and log condition after cleaning of all 42" RCP, annually	\$ 1.80 LF.	X545	X1	\$ 981.00
162. 825 LF.	Remove and dispose of debris from all 54" RCP, annually	\$ 1.40 LF.	X825	X1	\$ 1,155.00

163. 825 LF. Video document and log condition after cleaning of all 54" RCP, annually	\$ 1.80 LF.	X825	X1	\$ 1,485.00
164. 713 LF. Remove and dispose of debris from all 6"PVC (Median), annually	\$ 1.40 LF.	X713	X1	\$ 998.20
165. 713 LF. Video document and log condition after cleaning of all 6"PVC (Median), annually	\$ 1.80 LF.	X713	X1	\$ 1,293.40
166. 13 EA. Inspect, photo document, and log conditions before and after cleaning of median inlets, (2 times per year)	\$ 1.00 EA.	X13	X2	\$ 26.00
167. 13 EA. Remove and dispose of debris from all median inlets, (2 times per year)	\$ 61.75 EA.	X13	X2	\$ 1,605.50
168. 180 LF. Remove and dispose of debris from all 10" Ductile Iron Pipe (3ea x 60'), annually	\$ 1.40 LF.	X180	X1	\$ 252.00
169. 180 LF. Video document and log condition after cleaning of all 10" Ductile Iron Pipe (3ea x 60') DIP, annually	\$ 1.80 LF.	X180	X1	\$ 324.00
170. 8 EA. Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X8	X1	\$ 32.00
Subtotal. FC#39	Ten thousand eight hundred thirty 70/100 (In Words)			\$ 10,830.70 (In Figures)

26) Bid Schedule - FC#41 (PM 31832)

171. 1EA. Inspect, photo document, and log conditions before and after cleaning of catch basin. (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00
172. 1EA. Remove and dispose of debris from catch basin. (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50

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173. 83 LF.	Remove and dispose of debris from all 18" HDPE, annually	\$ 1.40 LF.	X83	X1	\$ 116.20
174. 83 LF.	Video document and log condition after cleaning of all 18" HDPE, annually	\$ 1.80 LF.	X83	X1	\$ 149.40
175. 25 LF.	Remove and dispose of debris from all 18" PVC, annually	\$ 1.40 LF.	X25	X1	\$ 35.00
176. 25 LF.	Video document and log condition after cleaning of all 18" PVC, annually	\$ 1.80 LF.	X25	X1	\$ 45.00
177. 60 LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.40 LF.	X60	X1	\$ 84.00
178. 60 LF.	Video document and log condition after cleaning of all 30" RCP, annually	\$ 1.80 LF.	X60	X1	\$ 108.00
179. 861 LF.	Remove and dispose of debris from all 36" HDPE, annually	\$ 1.40 LF.	X861	X1	\$ 1,205.40
180. 861 LF.	Video document and log condition after cleaning of all 36" HDPE, annually	\$ 1.80 LF.	X861	X1	\$ 1,549.80
181. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of 36" CMP inlet riser. (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00
182. 1 EA.	Remove and dispose of debris from 36" inlet riser. (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50
183. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of Hydrodynamic Separator, Model Vortech 4000, annually	\$ 250.00 EA.	X1	X1	\$ 250.00
184. 1 EA.	Remove and dispose of debris from Hydrodynamic Separator, Model Vortech 4000, annually	\$ 3,000 EA.	X1	X1	\$ 3,000.00

185. 1 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00	X1	X1	\$ 4.00
		<u>EA.</u>			

FC#41	Six thousand seven hundred ninety-seven	\$ 6,797.90
Subtotal	(In Words) <u>80/100</u>	(In Figures)

27) Bid Schedule – FC#51 (Tract 31926-1, -2)

186. 30 EA	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00	X30	X2	\$ 60.00
		<u>EA.</u>			
187. 30 EA	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75	X30	X2	\$ 3,705.00
		<u>EA.</u>			
188. 2579 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.40	X2579	X1	\$ 3,610.60
		<u>LF.</u>			
189. 2579 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 1.80	X2579	X1	\$ 4,642.20
		<u>LF.</u>			
190. 1288 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.40	X1288	X1	\$ 1,803.20
		<u>LF.</u>			
191. 1288 LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 1.80	X1288	X1	\$ 2,318.40
		<u>LF.</u>			
192. 337 LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.40	X337	X1	\$ 471.80
		<u>LF.</u>			
193. 337 LF.	Video document and log condition after cleaning of all 30" RCP, annually	\$ 1.80	X337	X1	\$ 606.60
		<u>LF.</u>			
194. 630 LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.40	X630	X1	\$ 882.00
		<u>LF.</u>			

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195. 630 LF.	Video document and log condition after cleaning of all 36" RCP, annually	\$ 1.80 LF.	X630	X1	\$ 1,134.00
196. 29EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X29	X1	\$ 116.00
197. 929 LF	Remove and dispose of debris from Transition (27FL.) at Sta. 19+30.90, and continue north through 4'Hx7'W RCB (902FL), annually	\$ 1.40 LF.	X929	X1	\$ 1,300.60
198. 929 LF.	Video document and log condition after cleaning of Transition (27FL) at Sta. 19+30.90, and continue north through 4'Hx7'W RCB (902FL) annually	\$ 1.80 LF.	X929	X1	\$ 1,672.20
199. 163 LF.	Remove and dispose of debris from all 12" CMP within detention basin, annually	\$ 1.40 LF.	X163	X1	\$ 228.20
200. 163 LF.	Video document and log condition after cleaning of all 12" CMP within detention basin, annually	\$ 1.80 LF.	X163	X1	\$ 293.40
201. 60 LF.	Remove and dispose of debris from all 24"RCP within detention basin, annually	\$ 1.40 LF.	X60	X1	\$ 84.00
202. 60 LF.	Video document and log condition after cleaning of all 24"RCP within detention basin, annually	\$ 1.80 LF.	X60	X1	\$ 108.00
203. 70 LF.	Remove and dispose of debris from all 34" CMP within detention basin, annually	\$ 1.40 LF.	X70	X1	\$ 98.00
204. 70 LF.	Video document and log condition after cleaning of all 34" CMP within detention basin, annually	\$ 1.80 LF.	X70	X1	\$ 126.00
205. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of 34" CMP inlet riser within detention basin, (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00

206. 1 EA.	Remove and dispose of debris from 34" CMP inlet riser within detention basin, (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50
207. 3495 LF.	Remove and dispose of debris from all 8" VCP within median at Ethanac Rd., annually	\$ 1.40 LF.	X3495	X1	\$ 4,893.00
208. 3495 LF.	Video document and log condition after cleaning of all 8" VCP within median at Ethanac Rd., annually	\$ 1.80 LF.	X3495	X1	\$ 6,291.00
209. 8 EA.	Remove and dispose of debris from all drainage inlets within median at Ethanac Rd., (2 times per year)	\$ 61.75 EA.	X8	X2	\$ 988.00
210. 8 EA.	Inspect, photo document, and log conditions before and after cleaning of drainage inlets within median at Ethanac Rd., (2 times per year)	\$ 1.00 EA.	X8	X2	\$ 16.00
Subtot. <u>Thirty-five thousand five hundred</u> FC#51 <u>Seventy-three 70/100</u> (In Words)					<u>\$ 35,573.70</u> (In Figures)

28) Bid Schedule - FC#71 (PM 33587)

211. 9 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X9	X2	\$ 18.00
212. 9 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X9	X2	\$ 1,111.50
213. 5 EA.	Inspect, photo document, and log conditions before and after cleaning of grated inlets within median, (2 times per year)	\$ 1.00 EA.	X5	X2	\$ 10.00
214. 5 EA.	Remove and dispose of debris from grated inlets within median, (2 times per year)	\$ 61.75 EA.	X5	X2	\$ 617.50

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215. 590 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.40 LF.	X590	X1	\$ 826.00
216. 590 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 1.80 LF.	X590	X1	\$ 1,062.00
217. 3248 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.40 LF.	X3248	X1	\$ 4,547.20
218. 3248 LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 1.80 LF.	X3248	X1	\$ 5,846.40
219. 76 LF.	Remove and dispose of debris from all 18" HDPE, annually	\$ 1.40 LF.	X76	X1	\$ 106.40
220. 76 LF.	Video document and log condition after cleaning of all 18" HDPE, annually	\$ 1.80 LF.	X76	X1	\$ 136.80
221. 9 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X9	X1	\$ 36.00
Subtotal FC#71	<u>Fourteen thousand three hundred seventeen</u> (In Words)				<u>\$14,317.80</u> (In Figures)
			80/100		

29) Bid Schedule – FC#73 (PM 34131)

222. 5 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 1.00 EA.	X5	X2	\$ 10.00
223. 5 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 61.75 EA.	X5	X2	\$ 617.50
224. 526 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.40 LF.	X526	X1	\$ 736.40

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225. 526 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 1.80 LF.	X526	X1	\$ 946.80
226. 30 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.40 LF.	X30	X1	\$ 42.00
227. 30 LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 1.80 LF.	X30	X1	\$ 54.00
228. 20 LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.40 LF.	X20	X1	\$ 28.00
229. 20 LF.	Video document and log condition after cleaning of all 30" RCP, annually	\$ 1.80 LF.	X20	X1	\$ 36.00
230. 257 LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.40 LF.	X257	X1	\$ 359.80
231. 257 LF.	Video document and log condition after cleaning of all 36" RCP, annually	\$ 1.80 LF.	X257	X1	\$ 462.60
232. 170 LF.	Remove and dispose of debris from underside walk drain continuing west through transition structure (34'x5ea), annually	\$ 1.40 LF.	X170	X1	\$ 238.00
233. 170 LF.	Video document and log condition after cleaning of underside walk drain continuing west through transition structure (34'x5ea), annually	\$ 1.80 LF.	X170	X1	\$ 306.00
234. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of Inlet at station 23+70.41, (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00
235. 1 EA.	Remove and dispose of debris from Inlet at station 23+70.41, (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50

236. 92 LF.	Remove and dispose of debris from 24" CMP beginning at inlet riser at station 46+36.44 and continuing East to headwall at Line K, annually	\$ 1.40 LF.	X92	X1	\$ 128.80
237. 92 LF.	Video document and log condition after cleaning of 24" CMP beginning at inlet riser at station 46+36.44 and continuing East to headwall at Line K, annually	\$ 1.80 LF.	X92	X1	\$ 165.60
238. 5 EA.	Provide and install painted stencil message per plans and specifications, annually	\$ 4.00 EA.	X5	X1	\$ 20.00
Subtotal FC#73	<u>Four thousand two hundred seventy-seven</u> (In Words) <i>only</i>				<u>\$ 4,277.00</u> (In Figures)

30) Bid Schedule - FC#74 (CUP12-04-0015)

239. 1 EA.	Inspect, photo document, and log conditions before and after cleaning of 36" Inlet Riser, (2 times per year)	\$ 1.00 EA.	X1	X2	\$ 2.00
240. 1 EA.	Remove and dispose of debris from 36" Inlet Riser, (2 times per year)	\$ 61.75 EA.	X1	X2	\$ 123.50
241. 2485 LF.	Video document and log condition after cleaning of all 36" RCP, annually	\$ 1.80 LF.	X2485	X1	\$ 4,473.00
242. 2485 LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.40 LF.	X2485	X1	\$ 3,479.00
FC#74 Subtotal	<u>Eight thousand seventy-seven</u> (In Words) <i>50/100</i>				<u>\$ 8,077.50</u> (In Figures)

<u>Grand Total All Bid Schedules #1 through #30</u>				
Bid Schedule Items #1 through #242				
				<u>\$ 169,746.20</u> (In Figures)
<u>One hundred sixty-nine thousand seven hundred forty-six</u> <i>20/100</i>				

(In Words, Cont'd)

BF-2AA

_____ Initial

Please note the following regarding bids:

- A. At the sole discretion of the City, Award, if made, will be made to one bidder based upon lowest total of all bid items for all Bid Schedules combined (Bid Schedules #1 through #30); the City reserves the right to reject any or all bids received.
- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.
- E. When discrepancies occur between words and figures, the words shall govern.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities, shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Ocean Blue, proposed subcontractor N/A, hereby certifies that he has x, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in

41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit
(Title United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION
(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

- Does not have a proposed debarment pending; and

- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NONE

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NONE

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Person who inspected site of the proposed work as a representative of your firm:

Justin Lee
Name (please print)

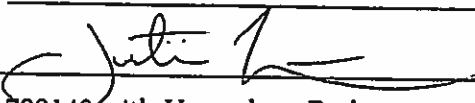
8/29/2016
Date of Inspection

Bidder acknowledges receipt of the following Addenda:

ADDENDUM #1 Dated 08/25/16
Dated _____
Dated _____
Dated _____

NAME OF BIDDER: Ocean Blue Environmental Services, Inc.

NAME AND TITLE OF SIGNING PARTY: Justin Lee - Administrative Director

SIGNATURE OF BIDDER: 
709140 with Hazardous Endorsement

Contractor's California License No. _____

(CORPORATE SEAL)

Ocean Blue Environmental Services, Inc.
Name of License Holder
A Contractor's License
Type of License
7/31/17
Expiration Date

Contact Information:

Company Name: Ocean Blue Environmental Services, Inc.

Contact Person: Justin Lee

Title: Administrative Director

Company Address: 925 West Esther St.
Long Beach, CA 90813

Phone Number: 562.624.4120

Fax Number: 562.6244127

NOT NECESSARY AS WE TURN IN A CASHIER'S CHECK

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
N/A _____ as Principal,
and _____ N/A _____ as Surety, are
hereby held and firmly bound unto the CITY OF PERRIS as Agency in the penal sum
of _____ N/A _____

_____ N/A _____ for the payment
of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns. (Note: City of Perris requires bid bond to be at least equal
to 10% of bid amount).

Signed, this _____ day of _____, 2016.

The Condition of the above obligation is such that whereas the Principal has
submitted to the Agency a certain Bid, attached hereto and hereby made a part
hereof, to enter into a contract in writing for the

Maintenance of Catch Basins and Storm Drain Systems (Specification
No. #FCGF-1-2016-17-02)

NOW, THEREFORE,

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Agency may accept such Bid; and said Surety does hereby waive notice of any such extension.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of Section 2-3.2 of said "Standard Specifications" Bidder understands and agrees that the Contract Work described in the Plans and Specifications No. #FCGF 1-2016-2017-02 for the Maintenance of Catch basins and Storm Drain Systems requires the Contractor to perform, with its own organization, Contract Work amounting to at least 50% of the Contract Price as provided in Section 2-3.2 Additional Responsibility of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California ("Greenbook").

Pursuant to Section 1771.1 of the Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal (submitted on or after March 1, 2015), or engage in the performance of any contract for public work unless currently registered with the Department of Industrial Relations to perform public work pursuant to Section 1725.5 of the Labor Code. Bidders and their sub-contractors shall provide an extract PDF at the of bid showing active registration from the Public Works Contractor online registration at <https://efiling.dir.ca.gov/pwcr/search>

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (½%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

Trade	% Of Work		License No.	Address
	To Be Done	Name		
N/A	N/A	N/A	N/A	N/A

* Identify any DBE subcontractors

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will indicate the name of the Manufacturer he plans to substitute in the form below. Bidder further understands he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. See Section 01631 of these Specifications for substitution procedures and requirements. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

**Name of Proposed Substitute Product
Manufacturer or Name of Supplier**

**Indicate
DBE (*)**

Highway White Marking Paint (Krylon Line-Up product)

N/A

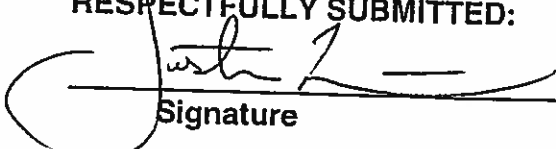
No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

* Identify if Supplier is a DBE.

ANTI-TRUST CLAIM

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:



Signature
Administrative Director

Justin Lee

Please Print

Title

925 West Esther St.

Address

8/23/16

Date

Long Beach , California 90813

Address

70914

Contractor's California License No.

Classification: A HAZ

Type of License

Ocean Blue Environmental Services, Inc.

Name of License Holder

7/31/17

Expiration Date

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

33-0625817

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST _____

CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

Ocean Blue Environmental Services, Inc.

Firm Name


Signature

Justin Lee

Print Name

709140

Contractor's California License No.

7/31/17

Expiration Date

33-0625817

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

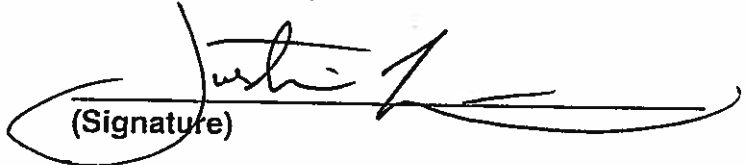
ATTEST _____

CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: 8/23/16 Ocean Blue Environmental Services, Inc.

(Name of Bidder)


(Signature)

Justin Lee, Administrative Director

(Typed Name and Title)

709140

California
License No.

Classification: A HAZ

Type of License

709140

Name of License Holder

7/31/17

Expiration Date

33-0625817

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST _____

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under his present business name for 22 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 22 years.

Bidder, as Contractor, has satisfactorily completed all Contracts awarded to him, except as follows:

(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)

N/A

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

<u>Name & Address of Owner/Agency</u>	<u>Representative and Telephone</u>	<u>Type of Work, Year Completed & \$ Amount</u>
<u>City of Santa Ana - 20 Civic Center Plaza, Santa Ana CA 92702</u>		
<u>Thomas Lo - Work: 7146475659</u>	<u>Mobile: 714.335.5516</u>	
<u>Storm Drain Maint., Emergency Response, Hazardous Waste Management, \$250,000 / year</u>		
<u>City of Camarillo - 601 Carmen Dr, Camarillo, CA 93010</u>		
<u>Anita Khulman - Work: 805.383.5659</u>	<u>Mobile: 805.312.2239</u>	
<u>Storm Drain cleaning. Filter Installation. 25K+ / year</u>		
<u>Port of Los Angeles - 425 South Palos Verdes St., San Pedro, CA 90731</u>		
<u>Manuel Ramirez - Work: 310.732.3782</u>	<u>Mobile: 310.892.6827</u>	
<u>Filter Install, Storm Drain Cleaning, ER, - Haz. Waste Mgmt. 1998 - Present 2 million / 3 years</u>		
<u>Los Angeles County Dept. Public Works - PO Box 7508, Alhambra, CA 91802-7508</u>		
<u>Roberto Gresham - Work: 562.861.0316</u>		
<u>Emergency Spill Response - Hazardous Waste Mgmt. 1996 - Present \$2,000,000 / year</u>		

(Bidder shall attach and properly designate additional pages, if necessary.)

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleanness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
Moisture Vapor Susceptibility	307	
Optimum Bitumen Content*	367	
Open Graded AC, Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Grading	202
	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
	Durability Index	229
	Firm Striping	310 or 362 or 379

*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.

HAZARDOUS MATERIALS TESTS AND MANIFEST REQUIREMENTS:

Bidder shall deliver all necessary laboratory test results and disposal manifests to City for all hazardous materials, prior to payment in accordance with all State and Federal Law governing the removal and disposal of hazardous waste.

Environmental Protection Agency

§ 116.4

1974, or which may affect natural resources belonging to, appertaining to, or under the exclusive management authority of the United States (including resources under the Fishery Conservation and Management Act of 1976), means: (1) A discharge into any waters beyond the contiguous zone from any vessel or on-shore or offshore facility, which vessel or facility is subject to or is engaged in activities under the Outer Continental Shelf Lands Act or the Deepwater Port Act of 1974, and (2) any discharge into any waters beyond the contiguous zone which contain, cover, or support any natural resource belonging to, appertaining to, or under the exclusive management authority of the United States (including resources under the Fishery Conservation and Management Act of 1976).

Public vessel means a vessel owned or bareboat-chartered and operated by the United States, or a State or political subdivision thereof, or by a foreign nation, except when such vessel is engaged in commerce.

Territorial seas means the belt of the seas measured from the line of ordinary low water along that portion of

the coast which is in direct contact with the open sea and the line marking the seaward limit of inland waters, and extending seaward a distance of 3 miles.

Vessel means every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water other than a public vessel:

[43 FR 10474, Mar. 13, 1978; 43 FR 27533, June 26, 1978, as amended at 44 FR 10266, Feb. 16, 1979; 58 FR 45039, Aug. 25, 1993]

§ 116.4 Designation of hazardous substances.

The elements and compounds appearing in Tables 116.4 A and B are designated as hazardous substances in accordance with section 311(b)(2)(A) of the Act. This designation includes any isomers and hydrates, as well as any solutions and mixtures containing these substances. Synonyms and Chemical Abstract System (CAS) numbers have been added for convenience of the user only. In case of any disparity the common names shall be considered the designated substance.

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES

Common name	CAS No.	Synonyms	Isomers	CAS No.
Acetaldehyde	75070	Ethanal, ethyl aldehyde, acetic aldehyde		
Acetic acid	64197	Glacial acetic acid, vinegar acid		
Acetic anhydride	108247	Acetic oxide, acetyl oxide		
Acetone cyanohydrin	75865	2-methylacetonitrile, alpha-hydroxyisobutyronitrile		
Acetyl bromide	506967			
Acetyl chloride	79367			
Acrolein	107028	2-propenal, acrylic aldehyde, acrylaldehyde, acraldehyde		
Acrylonitrile	107131	Cyanoethylene, Fumigrain, Ventox, propenenitrile, vinyl cyanide		
Adipic acid	124049	Hexanedioic acid		
Aldrin	309002	Octalene, HHDN		
Allyl alcohol	107186	2-propen-1-ol, 1-propenol-3, vinyl carbinol		
Allyl chloride	107051	3-chloropropene, 3-chloropropylene, Chlorallylene		
Aluminum sulfate	10043013	Alum		
Ammonia	7564417			
Ammonium acetate	631618	Acetic acid ammonium, salt		
Ammonium benzoate	1863634			
Ammonium bicarbonate	1086337	Acid ammonium carbonate, ammonium hydrogen carbonate		
Ammonium bichromate	7789095			
Ammonium bifluoride	1341497	Acid ammonium fluoride, ammonium hydrogen fluoride		
Ammonium bisulfite	10192300			
Ammonium carbamate	1117780	Ammonium aminocarbonate		
Ammonium carbonate	506876			
Ammonium chloride	12125029	Ammonium muriate, sal ammoniac, salmiac, Amchlor		
Ammonium chromate	7788989			
Ammonium citrate dibasic	3012655	Diammonium citrate, citric acid diammonium salt		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No	Synonyms	Isomers	CAS No
Ammonium fluoborate	13826830	Ammonium fluoroborate, ammonium borofluoride.		
Ammonium fluoride	12125018	Neutral ammonium fluoride		
Ammonium hydroxide	1336216			
Ammonium oxalate	6088707 5972736 14258492			
Ammonium silicofluoride	16919180	Ammonium fluosilicate		
Ammonium sulfamate	7773080	Ammate, AMS, ammonium amidosulfate		
Ammonium sulfide	12195761			
Ammonium sulfite	10196040 10192300			
Ammonium tartrate	3164292 14307438	Tartaric acid ammonium salt		
Ammonium thiocyanate	1762954	Ammonium rhodanide, ammonium sulfocyanate, ammonium sulfocyanide.		
Amyl acetate	628637	Amyl acetic ester	iso- sec- tert-	123922 626380 625161
Aniline	62533	Banana oil Aniline oil, phenylamine, aminobenzene, aminophen, kyanol.		
Antimony pentachloride	7647189			
Antimony potassium tartrate	28300745	Tartar emetic, tartarated antimony, tartarized antimony, potassium antimonytartrate.		
Antimony tribromide	7789619	Butter of antimony		
Antimony trichloride	10025919	Antimony fluoride		
Antimony trisulfide	7783564	Diantimony trioxide, flowers of antimony		
Antimony trioxide	1309644	Red arsenic sulfide		
Arsenic disulfide	1303328	Arsenic acid anhydride, arsenic oxide		
Arsenic pentoxide	1309282	Arsenic chloride, arsenious chloride, arsenous chloride, butter of arsenic.		
Arsenic trichloride	7784341	Arsenious acid, arsenious oxide, white arsenic		
Arsenic trioxide	1327533	Arsenious sulfide, yellow arsenic sulfide		
Arsenic trisulfide	1303339			
Barium cyanide	642621			
Benzenes	71432	Cyclohexatriene, benzol		
Benzoic acid	66850	Benzenecarboxylic acid, phenylformic acid, dracrylic acid.		
Benzonitrile	100470	Phenyl cyanide, cyanobenzene		
Benzoyl chloride	98864	Benzenecarbonyl chloride		
Benzyl chloride	100447			
Beryllium chloride	7787475			
Beryllium fluoride	7787497			
Beryllium nitrate	7787555 13597994			
Butyl acetate	123864	Acetic acid butyl ester	iso- sec- tert-	110180 105464 540885 78819 513495 13952846 75649
Butylamine	109739	1-aminobutane		
n-butyl phthalate	84742	1,2-benzenedicarboxylic acid, dibutyl ester, dibutyl phthalate.		
Butyric acid	107926	Butanoic acid, ethylacetic acid	iso-	79312
Cadmium acetate	543908			
Cadmium bromide	7789426			
Cadmium chloride	10108642			
Calcium arsenate	7778441	Tricalcium orthoarsenate		
Calcium arsenite	52740168			
Calcium carbide	75207	Carbide, acetylenogen		
Calcium chromate	13765190	Calcium chrome yellow, goblin, yellow ultramarine.		
Calcium cyanide	592018			
Calcium dodecylbenzenesulfonate	26264082			
Calcium hypochlorite	7778543			
Captan	133062	Orthocide-406, SR-406, Vencide-89		
Carbaryl	63252	Sevin		
Carbofuran	1563662	Furadan		
Carbon disulfide	75150	Carbon bisulfide, dithiocarbonic anhydride		
Carbon tetrachloride	56235	Tetrachloromethane Perchloromethane		
Chlordane	57749	Toxichlor, chlordan		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Chlorine	75003			
Chlorobenzene	108907	Monochlorobenzene, benzene chloride		
Chloroform	67663	Trichloromethane		
Chlorpyrifos	2921882	Dursban		
Chlorosulfonic acid	7790945	Sulfuric chlorohydrin		
Chromic acetate	1066304			
Chromic acid	11115745	Chromic anhydride, chromium trioxide		
Chromic sulfate	10101538			
Chromous chloride	10049055			
Cobaltous bromide	7789437	Cobalt bromide		
Cobaltous formate	544183	Cobalt formate		
Cobaltous sulfamate	14017415	Cobalt sulfamate		
Coumaphos	56724	Co-Ral		
Cresol	1319773	Cresylic acid	m-	108384
		Hydroxytoluene	o-	95487
			p-	106445
Crotonaldehyde	4170303	2-butanal propylene aldehyde		
Cupric acetate	142712	Copper acetate, crystallized verdigris		
Cupric arsenite	12002038	Copper acetoarsenite, copper acetate arsenite, Paris green,		
Cupric chloride	7447394	Copper chloride		
Cupric nitrate	3251238	Copper nitrate		
Cupric oxalate	8893663	Copper oxalate		
Cupric sulfate	7758987	Copper sulfate		
Cupric sulfate, ammoniated	10380297	Ammoniated copper sulfate		
Cupric tartrate	815827	Copper tartrate		
Cyanogen chloride	506774			
Cyclohexane	110827	Hexahydrobenzene, hexamethylene, hexanaphthene,		
2,4-D acid	94757	2,4-dichlorophenoxyacetic acid		
2,4-D ester	94111	2,4-dichlorophenoxyacetic acid ester		
	94791			
	94804			
	1320189			
	1928387			
	1928616			
	1928733			
	2971382			
	25168287			
	53467111			
DDT	50293	p,p'-DDT		
Diazinon	333415	Dipofens, Diazitol, Basudin, Spectracide		
Dicamba	1918009	2-methoxy-3,6-dichlorobenzoic acid		
Dichlobenil	1194656	2,6-dichlorobenzonitrile, 2,6-DBN		
Dichlone	117806	Phygon, dichloronaphthoquinone		
Dichlorobenzene	25321226	Di-chloricide	Ortho	95501
		Paramoth (Para)	Para	106467
Dichloropropane	26638197	Propylene dichloride	1,1	78999
			1,2	78875
			1,3	142289
			1,3	542756
			2,3	78886
Dichloropropene	26952238			
Dichloropropene-dichloropropane (mixture).	8003198	D-D mixture Vidden D		
2,2-Dichloropropionic acid	75990	Dalapon		
Dichlorvos	62737	2,2-dichlorovinyl dimethyl phosphate, Vapona		
Dicofol	115322	Di(p-chlorophenyl)-trichloromethylcarbinol, DTMC, dicofol.		
Dieldrin	60571	Alvit		
Diethylamine	109897			
Dimethylamine	124403			
Dinitrobenzene (mixed)	25154545	Dinitrobenzol	m-	99660
			o-	528290
			p-	100254
			(2,5-)	329715
			(2,4-)	
			(2,6-)	573568
Dinitrophenol	51285	Aldifen	2,4	121142
			2,6	606202
Dinitrotoluene	25321146	DNT	3,4	610399
Diquat	85007	Aquacide		
	2764729	Dextrone, Reglone, Diquat dibromide		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Disulfoton	298044	Di-syston		
Diuron	330541	DCMU, DMU		
Dodecylbenzenesulfonic acid	27178870			
Endosulfan	115297	Thiodan		
Endrin	72208	Mendrin, Compound 269		
Epichlorohydrin	106898	-chloropropylene oxide		
Ethion	563122	Nialate, ethyl methylene, phosphorodithioate		
Ethylbenzene	100414	Phenylethane		
Ethylenediamine	107153	1,2-diaminoethane		
Ethylenediamine-tetraacetic acid (EDTA)	60004	Edetic acid, Havidole, (ethylenediamine)-tetraacetic acid		
Ethylene dibromide	108934	1,2-dibromoethane acetylene dibromide sym-dibromoethylene		
Ethylene dichloride	107062	1,2-dichloroethane sym-bichloroethane		
Ferric ammonium citrate	1185675	Ammonium ferric citrate		
Ferric ammonium oxalate	2944674	Ammonium ferric oxalate		
Ferric chloride	55488874			
Ferric fluoride	7705080	Flores maris, Iron trichloride		
Ferric nitrate	7783508			
Ferric sulfate	10421484	Iron nitrate		
Ferrous ammonium sulfate	10045893	Ferric persulfate, ferric sesquisulfate, ferric tersulfate		
Ferrous chloride	7758943	Mohr's salt, Iron ammonium sulfate		
Ferrous sulfate	7720787	Iron chloride, Iron dichloride, Iron protochloride		
Formaldehyde	50000	Greon vitriol		
Formic acid	64186	Iron vitriol, Iron sulfate, iron protosulfate		
Fumaric acid	110178	Methyl aldehyde, methanal, formalin		
Furfural	96011	Methanoic acid		
Guthion	86500	Trans-butenedioic acid, trans-1,2-ethylenedicarboxylic acid, boletic acid, allomaleic acid		
Heptachlor	76448	2-furaldehyde, pyromucic aldehyde		
Hexachlorocyclopentadiene	77474	Gusathion, azinphos-methyl		
Hydrochloric acid	7647010	Veiscol-104, Drinox, Heptagran		
Hydrofluoric acid	7664393	Perchlorocyclopentadiene		
Hydrogen cyanide	74908	Hydrogen chloride, muriatic acid		
Hydrogen sulfide	7783064	Fluohydric acid		
Isoprene	78795	Hydrocyanic acid		
Isopropylamine	42504461	Hydro-sulfuric acid sulfur hydride		
dodecylbenzenesulfonate		2-methyl-1,3-butadiene		
Kepone	143500	Chloroacene 1,1a,3,3a,4,5,5,5a,5b,6-docachlorooctahydro-1,3,4-metheno-2H-cyclobuta(cd)pentalen-2-one		
Lead acetate	301042	Sugar of lead		
Lead arsenate	7784409			
Lead chloride	7645252			
Lead fluoroborate	10102484			
Lead fluoride	7758954			
Lead iodide	13814965	Lead fluoroborate		
Lead nitrate	7789462	Lead difluoride, plumbous fluoride		
Lead stearate	10101630			
Lead sulfate	10099748			
Lead sulfide	7428480	Stearic acid lead salt		
Lead thiocyanate	1072351			
Lindane	52652582			
Lithium chromate	7446142			
Malathion	1314870	Galena		
Maleic acid	592870	Lead sulfo-cyanate		
Maleic anhydride	59899	Gamma-BHC, gamma-benzene hexachloride		
Mercaptodimethur	14307358			
Mercuric cyanide	121755	Phosphithion		
Mercuric nitrate	110167	Cis-butenedioic acid, cis-1,2-ethylenedicarboxylic acid, toxilic acid		
Mercuric sulfate	108316	2,5-furandione, cis-butenedioic anhydride, toxilic anhydride		
Mercuric thiocyanate	203657	Mesuroi		
	592041	Mercury cyanide		
	10045940	Mercury nitrate, mercury pernitrate		
	7783359	Mercury sulfate, mercury persulfate		
	592858	Mercury thiocyanate, mercuric sulfo-cyanate, mercuric sulfo-cyanide		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Mercurous nitrate	7782867			
Methoxychlor	10415785	Mercury protonitrate		
Methyl mercaptan	72435	DMDT, methoxy-DDT		
	74931	Methanethiol, mercaptomethane, methyl sulfhydrylate, thiomethyl alcohol.		
Methyl methacrylate	80626	Methacrylic acid methyl ester, methyl-2-methyl-2-propenoate.		
Methyl parathion	298000	Nitrox-80		
Mevinphos	7786347	Phosdrin		
Mexacarbate	315184	Zectran		
Monoethylamine	75047	Ethylamine, aminoethane		
Monomethylamine	74895	Methylamine, aminomethane		
Naled	300765	Dibrom		
Naphthalene	91203	White tar, tar camphor, naphthalin		
Naphthenic acid	1338245	Cyclohexanecarboxylic acid, hexahydrobenzoic acid.		
Nickel ammonium sulfate	15699180	Ammonium nickel sulfate		
Nickel chloride	37211065	Nickelous chloride		
	7718549	Nickelous hydroxide		
Nickel hydroxide	12054487	Nickelous sulfate		
Nickel nitrate	14216752	Aqua fortis		
Nickel sulfate	7786814	Nitrobenzol, oil of mirbane		
Nitric acid	7697372	Nitrogen tetroxide		
Nitrobenzene	98953	Mononitrophenol	m-	554847
Nitrogen dioxide	10102440		o-	88755
Nitrophenol (mixed)	25154556		p-	100027
			Ortho	88722
			Meta	99081
			Para	99990
Nitrotoluene	1321126			
Paraformaldehyde	30525894	Paraform, Formagene, Triformol, polymerized formaldehyde, polyoxymethylene.		
Parathion	56382	DNTP, Niran		
Pentachlorophenol	87865	PCP, Penta		
Phenol	108952	Carbolic acid, phenyl hydroxide, hydroxybenzene, oxybenzene.		
Phosgene	75445	Diphosgene, carbonyl chloride, chloroformyl chloride.		
Phosphoric acid	7864382	Orthophosphoric acid		
Phosphorus	7723140	Black phosphorus, red phosphorus, white phosphorus, yellow phosphorus.		
Phosphorus oxychloride	10025879	Phosphoryl chloride, phosphorus chloride		
Phosphorus pentasulfide	1314803	Phosphoric sulfide, thiophosphoric anhydride, phosphorus persulfide.		
Phosphorus trichloride	7719122	Phosphorus chloride		
Polychlorinated biphenyls	1336363	PCB, Aroclor, polychlorinated diphenyls		
Potassium arsenate	7784410			
Potassium arsenite	10124502	Potassium metaarsenite		
Potassium bichromate	7778508	Potassium dichromate		
Potassium chromate	7789008			
Potassium cyanide	151508			
Potassium hydroxide	1310583	Potassium hydrate, caustic potash, potassa		
Potassium permanganate	7722647	Chameleon mineral		
Propargite	2312358	Ornite		
Propionic acid	79094	Propanoic acid, methylacetic acid, ethylformic acid.		
Propionic anhydride	123626	Propanoic anhydride, methylacetic anhydride		
Propylene oxide	75566	Propene oxide		
Pyrethrins	121299	Pyrethrin I		
	121211	Pyrethrin II		
Quinoline	91225	1-benzazoline, benzo(b)pyridine, leucoline, chinoline, leucol.		
Resorcinol	108463	Resorcin, 1,3-benzenediol, meta-dihydroxybenzene.		
Selenium oxide	7446084	Selenium dioxide		
Silver nitrate	7761888	Nitric acid silver (1+) salt lunar caustic		
Sodium	7440235	Sodium		
Sodium arsenate	7631892	Disodium arsenate		
Sodium arsenite	7784165	Sodium metaarsenite		
Sodium bichromate	10588019	Sodium dichromate		
Sodium bifluoride	1333831			

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Sodium bisulfite	7631905	Sodium acid sulfite, sodium hydrogen sulfite		
Sodium chromate	7775113			
Sodium cyanide	143339			
Sodium dodecylbenzene-sulfonate	25155300			
Sodium fluoride	7681494	Villiaumite		
Sodium hydrosulfide	16721805	Sodium hydrogen sulfide		
Sodium hydroxide	1310782	Caustic soda, soda lye, sodium hydrate		
Sodium hypochlorite	7681529	Bleach		
	10022705			
Sodium methylate	124414	Sodium methoxide		
Sodium nitrite	7632000			
Sodium phosphate, dibasic	7558784			
	10039324			
	10140655			
Sodium phosphate, tribasic	7785844			
	7801549			
	10101890			
	10361894			
	7758294			
	10124568			
Sodium selenite	10102188			
	7782823			
Strontium chromate	7789062			
Strychnine	57249			
Styrene	100425	Vinylbenzene, phenylethylene, styrol, styrolene, cinnamene, cinnamal		
Sulfuric acid	7664939	Oil of vitriol, oleum		
Sulfur monochloride	12771083	Sulfur chloride		
2,4,5-T acid	93785	2,4,5-trichlorophenoxyacetic acid		
2,4,5-T amines	6369966	Acetic acid (2,4,5-trichlorophenoxy)-compound with N,N-dimethylmethanamine (1:1)		
	6369977	Acetic acid (2,4,5-trichlorophenoxy)-compound with N-methylmethanamine (1:1)		
	1319728	Acetic acid (2,4,5-trichlorophenoxy)-compound with 1-amino-2-propanol (1:1)		
	3813147	Acetic acid (2,4,5-trichlorophenoxy)-compound with 2,2'-nitriolins [ethanol] (1:1)		
2,4,5-T esters	2545587	2,4,5-trichlorophenoxyacetic esters		
	93798			
	61792072			
	1928478			
2,4,5-T salts	25168154	Acetic acid (2,4,5-trichlorophenoxy)-sodium salt		
	13560991			
TDE	72548	DDD		
2,4,5-TP acid	93721	Propanoic acid 2-(2,4,5-trichlorophenoxy)		
2,4,5-TP esters	32534955	Propanoic acid, 2-(2,4,5-trichlorophenoxy)-, isooctyl ester		
Tetraethyl lead	78002	Lead tetraethyl, TEL		
Tetraethyl pyrophosphate	107493	TEPP		
Thallium sulfate	10031591			
	7446186			
Toluene	108883	Toluol, methylbenzene, phenylmethane, Methacide.		
Toxaphene	8001352	Camphochlor		
Trichlorfon	52686	Dipterex		
Trichloroethylene	79016	Ethylene trichloride		
Trichlorophenol	25167822	Collunol, Dovicide 2 or 2S, Omel, Phenachlor.	(2,3,4-) (2,3,5-) (2,3,6-) (2,4,5-) (2,4,6-) (3,4,5-)	15950660 933788 939755 95954 88062 609188
Triethanolamine	27323417			
dodecylbenzenesulfonate				
Triethylamine	121448			
Trimethylamine	75503	TMA		
Uranyl acetate	541093			
Uranyl nitrate	10102064			
	36478769			
Vanadium pentoxide	1314621	Vanadic anhydride, vanadic acid anhydride		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Vanadyl sulfate	27774136	Vanadic sulfate, vanadium sulfate		
Vinyl acetate	108054	Acetic acid ethylene ether		
Vinylidene chloride	75354	1,1-dichloroethylene		
Xylene (mixed)	1330207	1,1-dichloroethane		
		Dimethylbenzene	m-	108383
		Xylol	o-	95476
			p-	106423
Xylenol	1300716	Dimethylphenol, hydroxydimethylbenzene		
Zinc acetate	557346			
Zinc ammonium chloride	14639975			
	14639986			
	52628258			
Zinc borate	1332076			
Zinc bromide	7699458			
Zinc carbonate	3486359			
Zinc chloride	7646857	Butter of zinc		
Zinc cyanide	557211			
Zinc fluoride	7783495			
Zinc formate	557415			
Zinc hydrosulfite	7779864			
Zinc nitrate	7779886			
Zinc phenolsulfonate	127822	Zinc sulfocarbamate		
Zinc phosphide	1314847			
Zinc silicofluoride	16871719	Zinc fluosilicate		
Zinc sulfate	7733020	White vitriol, zinc vitriol, white copperas		
Zirconium nitrate	13745899			
Zirconium potassium fluoride	16923958			
Zirconium sulfate	14644812	Disulfatozirconic acid		
Zirconium tetrachloride	10026116			

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER

CAS No.	Common name
50000	Formaldehyde
50293	DDT
51285	2,4-Dinitrophenol
52886	Trichlorfon
56382	Parathion
58724	Coumaphos
57249	Strychnine
57749	Chlordane
58899	Lindane
60004	Ethylenediaminetetraacetic acid (EDTA)
60571	Dieldrin
62533	Aniline
62737	Dichlorvos
63252	Carbaryl
64186	Formic acid
64197	Acetic acid
65850	Benzoic acid
67663	Chloroform
71432	Benzene
72208	Endrin
72435	Methoxychlor
72548	TDE
74895	Monomethylamine
74908	Hydrogen cyanide
74931	Methyl mercaptan
75047	Monoethylamine
75070	Acetaldehyde
75150	Carbon disulfide
75207	Calcium carbide
75445	Phosgene
75503	Trimethylamine
75549	tert-Butylamine
75865	Acetone cyanohydrin
75990	2,2-Dichloropropionic acid
76448	Heptachlor

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

CAS No.	Common name
78002	Tetraethyl lead
78795	Isoprene
78819	iso-Butylamine
79094	Propionic acid
79312	iso-Butyric acid
79367	Acetyl chloride
80626	Methyl methacrylate
85007	Diquat
86500	Guthion
87865	Pentachlorophenol
88755	o-Nitrophenol
91203	Naphthalene
91225	Quinoline
93765	2,4,5-T acid
93798	2,4,5-T ester
94111	2,4-D acid
94757	2,4-D ester
94791	2,4-D acid
94804	2,4-D ester
95476	2,4-D Butyl ester
95487	o-Xylene
98011	o-Cresol
98884	Furfural
98953	Benzoyl chloride
99650	Nitrobenzene
100027	m-Dinitrobenzene
100254	p-Nitrophenol
100414	p-Dinitrobenzene
100425	Ethylbenzene
100447	Styrene
100470	Benzyl chloride
105464	Benzonitrile
106423	sec-Butyl acetate
106445	p-Xylene
107025	p-Cresol
107051	Acrolein
	Allyl chloride

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

CAS No.	Common name
107131	Acrylonitrile
107153	Ethylenediamine
107188	Allyl alcohol
107493	Tetraethyl pyrophosphate
107926	n-Butyric acid
108054	Vinyl acetate
108247	Acetic anhydride
108916	Maleic anhydride
108983	m-Xylene
108994	m-Cresol
108463	Resorcinol
108683	Toluene
108907	Chlorobenzene
108952	Phenol
109739	n-Butylamine
108887	Diethylamine
110167	Maleic acid
110178	Fumaric acid
110190	iso-Butyl acetate
110827	Cyclohexane
115297	Endosulfan
115322	Dicofol
117806	Dichloro
121211	Pyrethrin
121299	Pyrethrin
121448	Triethylamine
121755	Malathion
123626	Propionic anhydride
123864	n-Butyl acetate
123922	iso-Amyl acetate
124403	Dimethylamine
124414	Sodium methylate
127822	Zinc phenolsulfonate
133062	Captan
142712	Cupric acetate
143339	Sodium cyanide
151508	Potassium cyanide
298000	Methyl parathion
298044	Disulfoton
300765	Naled
301042	Lead acetate
309002	Aldrin
315184	Mexacarbate
328715	2,5-Dinitrophenol
330541	Diuron
333415	Diazinon
506774	Cyanogen chloride
506876	Ammonium carbonate
506967	Acetyl bromide
513495	sec-Butylamine
528290	o-Dinitrobenzene
540885	tert-Butyl acetate
541093	Uranyl acetate
542621	Barium cyanide
543908	Cadmium acetate
544183	Cobaltous formate
554847	m-Nitrophenol
657211	Zinc cyanide
557346	Zinc acetate
557415	Zinc formate
563122	Ethion
573568	2,6-Dinitrophenol
592018	Calcium cyanide
592041	Mercuric cyanide
592858	Mercuric thiocyanate
592870	Lead thiocyanate
625161	tert-Amyl acetate
626380	sec-Amyl acetate
628637	n-Amyl acetate
631618	Ammonium acetate
815827	Cupric tartrate

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

CAS No.	Common name
1066304	Chromic acetate
1066337	Ammonium bicarbonate
1072351	Lead stearate
1111780	Ammonium carbamate
1185575	Ferric ammonium citrate
1194656	Dichlobenil
1300716	Xylenol
1303282	Arsenic pentoxide
1303328	Arsenic disulfide
1303399	Arsenic trisulfide
1309644	Antimony trioxide
1310583	Potassium hydroxide
1310732	Sodium hydroxide
1314621	Vanadium pentoxide
1314803	Phosphorus pentasulfide
1314847	Zinc phosphide
1314870	Lead sulfide
1319773	Cresol (mixed)
1320189	2,4-D ester
1327533	Arsenic trioxide
1330207	Xylene
1332078	Zinc borate
1333831	Sodium bifluoride
1338216	Ammonium hydroxide
1336363	Polychlorinated biphenyls
1338245	Naphthenic acid
1341497	Ammonium bifluoride
1762954	Ammonium thiocyanate
1863634	Ammonium benzoate
1818009	Dicamba
1928987	2,4-D esters
1928478	2,4,5-T ester
1828616	2,4-D ester
1929733	2,4-D ester
2545597	2,4,5-T ester
2764729	Diquat
2921882	Chlorpyrifos
2944874	Ferric ammonium oxalate
2971382	2,4-D ester
3012655	Ammonium citrate, dibasic
3164292	Ammonium tartrate
3251238	Cupric nitrate
3486359	Zinc carbonate
5883663	Cupric oxalate
5972738	Ammonium oxalate
6009707	Ammonium oxalate
6389966	2,4,5-T ester
7428480	Lead stearate
7440235	Sodium
7448084	Selenium oxide
7446142	Lead sulfate
7447394	Cupric chloride
7558794	Sodium phosphate, dibasic
7601549	Sodium phosphate, tribasic
7631892	Sodium arsenate
7631905	Sodium bisulfite
7632000	Sodium nitrite
7645252	Lead arsenate
7646857	Zinc chloride
7647010	Hydrochloric acid
7647189	Antimony pentachloride
7664382	Phosphoric acid
7664393	Hydrofluoric acid
7664417	Ammonia
7664939	Sulfuric acid
7681494	Sodium fluoride
7681529	Sodium hypochlorite
7697372	Nitric acid
7699458	Zinc bromide
7705080	Ferric chloride
7718549	Nickel chloride

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

CAS No.	Common name
7719122	Phosphorus trichloride
7720787	Ferrous sulfate
7722647	Potassium permanganate
7723140	Phosphorus
7733020	Zinc sulfate
7758294	Sodium phosphate, tribasic
7758943	Ferrous chloride
7758954	Lead chloride
7758987	Cupric sulfate
7773050	Ammonium sulfamate
7775113	Sodium chromate
7778441	Calcium arsenate
7778508	Potassium bichromate
7778543	Calcium hypochlorite
7778854	Zinc hydrosulfite
7779888	Zinc nitrate
7782505	Chlorine
7782630	Ferrous sulfate
7782823	Sodium selenite
7782867	Mercurous nitrate
7783359	Mercuric sulfate
7783462	Lead fluoride
7783485	Zinc fluoride
7783508	Ferric fluoride
7783564	Antimony trifluoride
7784341	Arsenic trichloride
7784409	Lead arsenate
7784410	Potassium arsenate
7784465	Sodium arsenite
7785844	Sodium phosphate, tribasic
7786347	Mevinphos
7786814	Nickel sulfate
7787475	Beryllium chloride
7787497	Beryllium fluoride
7787555	Beryllium nitrate
7789889	Ammonium chromate
7789906	Potassium chromate
7789982	Strontium chromate
7789995	Ammonium bichromate
7789426	Cadmium bromide
7789437	Cobaltous bromide
7789619	Antimony tribromide
7790845	Chlorosulfonic acid
8001352	Toxaphene
10022705	Sodium hypochlorite
10025673	Phosphorus oxychloride
10025919	Antimony trichloride
10025110	Zirconium tetrachloride
10028225	Ferric sulfate
10028247	Sodium phosphate, dibasic
10039324	Sodium phosphate, dibasic
10043013	Aluminum sulfate
10045893	Ferrous ammonium sulfate
10045940	Mercuric nitrate
10049055	Chromous chloride
10089748	Lead nitrate
10101536	Chromic sulfate
10101830	Lead iodide
10101880	Sodium phosphate, tribasic
10102064	Uranyl nitrate
10102188	Sodium selenite
10102440	Nitrogen dioxide
10102484	Lead arsenate
10108642	Cadmium chloride
10124502	Potassium arsenite
10124568	Sodium phosphate, tribasic
10140655	Sodium phosphate, dibasic
10192300	Ammonium bisulfite
10195040	Ammonium sulfite
10361894	Sodium phosphate, tribasic
10380257	Cupric sulfate, ammoniated

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

CAS No.	Common name
10415755	Mercurous nitrate
10421484	Ferric nitrate
10588019	Sodium bichromate
11115745	Chromic acid
12002038	Cupric acetoarsenite
12054487	Nickel hydroxide
12125018	Ammonium fluoride
12125029	Ammonium chloride
12135761	Ammonium sulfide
12771083	Sulfur chloride
13597994	Beryllium nitrate
13746899	Zirconium nitrate
13765190	Calcium chromate
13814965	Lead fluoborate
13825830	Ammonium fluoborate
13952846	sec-Butylamine
14017415	Cobaltous sulfamate
14215752	Nickel nitrate
14258482	Ammonium oxalate
14307358	Lithium chromate
14307438	Ammonium tartrate
14639875	Zinc ammonium chloride
14639886	Zinc ammonium chloride
14844812	Zirconium sulfate
15699180	Nickel ammonium sulfate
16721805	Sodium hydrosulfide
16871719	Zinc silicofluoride
16919190	Ammonium silicofluoride
16923958	Zirconium potassium fluoride
25154545	Dinitrobenzene
25154556	Nitrophenol
25155300	Sodium dodecylbenzenesulfonate
25167822	Trichlorophenol
25168154	2,4,5-T ester
25168267	2,4-D ester
26264062	Calcium dodecylbenzenesulfonate
27178870	Dodecylbenzenesulfonic acid
27323417	Triethanolamine dodecylbenzenesulfonate
27774136	Vanadyl sulfate
28300745	Antimony potassium tartrate
30525884	Paraformaldehyde
36478769	Uranyl nitrate
37211055	Nickel chloride
42504461	Dodecylbenzenesulfonate isopropanolamine
52628258	Zinc ammonium chloride
52740166	Calcium arsenite
63467111	2,4-D ester
55488874	Ferric ammonium oxalate
61792072	2,4,5-T ester

[43 FR 10474, Mar. 13, 1978; 43 FR 27533, June 26, 1978, as amended at 44 FR 10268, Feb. 16, 1979; 44 FR 65400, Nov. 13, 1979; 44 FR 66602, Nov. 20, 1979; 54 FR 33482, Aug. 14, 1989]

PART 117—DETERMINATION OF REPORTABLE QUANTITIES FOR HAZARDOUS SUBSTANCES

Subpart A—General Provisions


- Sec.
- 117.1 Definitions.
- 117.2 Abbreviations.

CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: September 13, 2016

SUBJECT: Goetz Road – Appraisal Services

REQUESTED ACTION: Approve the Proposal from Flavell, Tennenbaum, & Edwards for the Appraisal of Properties along Goetz Road and Authorize City Manager to Sign

CONTACT: Habib Motlagh,  City Engineer

BACKGROUND/DISCUSSION:

Goetz Road between Case Road and Mapes Road is a component of the circulation element and a key route for trucks and cars through the southern part of the City. To facilitate development and improvement of Goetz Road, the City will be required to obtain the necessary right-of-way, finalize the plans and start construction.


The City received two proposals for Goetz Road right-of-way appraisal services. One proposal is from Flavell, Tennenbaum & Edwards for the amount of \$28,000. The other proposal is from Perdue, Russell & Matthies for the amount of \$96,000. Both firms are considered acceptable by the City Attorney's office, however due to cost differential, City Attorney's office recommends Flavell, Tennenbaum, & Edwards..

Mr. Eric Dunn, City Attorney and his staff are in charge of right-of-way and recommend approval of the attached lowest bid proposal from Flavel, Tennenbaum & Edwards for the appraisal services.

BUDGET (or FISCAL) IMPACT:

The cost of this and other related work is included in current CIP S014.

Reviewed by:

City Attorney
Assistant City Manager 

Attachments: Flavel, Tennenbaum, & Edwards Proposal
Perdue, Russell, & Matthies Proposal

Consent: Yes
Public Hearing:
Business Item:
Other:

FLAVELL, TENNENBAUM & EDWARDS

A Partnership Including Professional Corporations
Valuation Consultants—Real Estate & Corporate
27913 SMYTH DRIVE, VALENCIA, CALIFORNIA 91355
TELEPHONE (661) 295-2040 FACSIMILE (661) 295-2041

ROBERT H. FLAVELL, M A I
(Retired)

MICHAEL TENNENBAUM, Ph.D.
Consulting Economist

DOUGLAS A. EDWARDS, M A I
Real Estate Appraiser & Consultant

OUR FILE NUMBER: Proposal
WRITER'S DIRECT DIAL NUMBER:
(661) 295-2040 extension 304
WRITER'S E-MAIL ADDRESS:
doug@FTandE.com

August 17, 2016

VIA EMAIL

June Ailin, Attorney at Law
Aleshire & Wynder, LLP
2361 Rosecrans Avenue, Suite 475
El Segundo, California 90245

Re: Appraisal of Goetz Road Right-of-Way, Perris, California

Dear Ms. Ailin:

Based upon your email I understand that you wish to retain Flavell, Tennenbaum & Edwards to prepare an appraisal of 14 parcels for the Goetz Road right of way project. The parcels are identified as follows:

1	Oregon Investors VI Ltd. Partnership	310-150-008
2	Integrity Capital Palomar, LLC	310-150-011
3	Mira Mesa Shopping Center - west	330-090-001
4	Adams Perris Properties	330-030-009 330-030-010 330-030-012
7	134 Malbert	330-040-012
8	Louie W. Mahas	330-100-002
9	Fr. Cal. Gooetz	330-070-008
10	Orange Empire Railway Museum, Inc.	330-080-022
11	K3jh	330-080-035
12	Lomitas, LLC	330-100-005
13	Kenneth J. Cartanzarite	330-100-006
14	Ojeda M&M Family Trust	330-080-004
15	Emerald Family Holdings/ Ruby Famil Holdings	330-080-005
16	Brian N. Chchua Kerstin E. Chuchua	330-100-024

FLAVELL, TENNENBAUM & EDWARDS

June Ailin, Attorney at Law

Re: Appraisal of Goetz Road Right-of-Way, Perris, California

August 17, 2016

Page 2

The appraisal will be in a summary report format. The interest appraised will be the fee simple interest in the respective properties. It is my understanding that the proposed acquisitions result in a partial acquisition. The fee will be \$28,000.

We understand this report is to be utilized by the City of Perris for possible acquisition purposes for the Goetz Road right of way project. The total fee is due and payable when the report is delivered to you. We assume that the date of value for this assignment is current. Please let us know if this assumption is incorrect.

Conferences with you or additional services rendered after completion of the appraisal report will be billed monthly at the hourly rate, plus costs. The hourly rate schedule is:

D. Edwards, MAI, Principal Appraiser	\$350.00
Senior Appraiser	\$140.00-\$180.00
Appraiser	\$90.00-\$120.00
Researcher/Word Processing	\$50.00-\$60.00

By returning a signed copy of this letter, you will confirm the terms of this agreement and authorize us to proceed. Based on your description of the assignment, we anticipate that the appraisal report can be prepared in 60 days from your authorization to proceed.

To enable Flavell, Tennenbaum & Edwards to perform the appraisal services contemplated by this agreement, the following information, if available, concerning the subject property is requested:

- Name and telephone number of persons to contact for an inspection,
- Right of way maps depicting the proposed acquisitions, and
- Any other material that may bear upon the value of the properties

This report will be prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.

This proposal is valid for fifteen (15) days from the date of this letter.

We appreciate the confidence your consideration of our services indicates. We look forward to serving your appraisal needs in a way that justifies that confidence. If you have any questions concerning the foregoing, please call me. Otherwise, kindly execute the enclosed copy of this letter and return it to our office.

FLAVELL, TENNENBAUM & EDWARDS

June Ailin, Attorney at Law

Re: Appraisal of Goetz Road Right-of-Way, Perris, California

August 17, 2016

Page 3

Yours very truly,

FLAVELL, TENNENBAUM & EDWARDS

APPROVED AND ACCEPTED



Douglas A. Edwards, MAI

DAE:ce

Date:

PERDUE, RUSSELL & MATTHIES REAL ESTATE APPRAISAL

41881 5th Street, Temecula, CA 92590
Serving Southern California

Appraisal Consultants to Government, Financial, Legal and Agricultural Industries

June S. Ailin, Partner
Aleshire & Wynder, LLP
2361 Rosecrans Avenue
Suite 475
El Segundo, CA 90245

August 18, 2016

Subject: ***Appraisal Proposal: Appraisal Report***
Goetz Road Widening Project
14 Larger Parcels
City of Perris, County of Riverside, California

Dear Ms. Ailin:

We submit herewith a proposal to provide you with an *Appraisal Report* for the right-of-way acquisitions of the subject properties located along the east and west sides of Goetz Road, between Case Road and Mapes Road, in the City of Perris, Riverside County.

The subject properties are further identified as follows:

IDENTIFICATION OF SUBJECT PROPERTIES					
City Parcel #	Larger Parcel	Address/ Location/APN	Ownership / Use	Larger Parcel Size	Zone / Gen. Plan
1	1	NWC Goetz & Ellis Ave 310-150-008	Oregon Investors VI Ltd. Partnership Apartment Complex	14.92 acres	Downtown SP/Downtown SP / SP = MFR-14
2	2	NEC Goetz & Ellis Ave 310-150-011*, 310-160-070	Integrity Capital Palomar, LLC Vacant Land	10.78 acres	Downtown SP/Downtown SP / SP = Community Commercial
3	3	SEC Goetz & Ellis Ave 310-090-001*, -018, -019, -020	Mira Mesa Shopping Center - west Vacant Land	143.48 acres	LI & Public
4, 5, 6	4	WS Goetz, S of Ellis Ave 330-030-009*, -010*, -012*	Adams Perris Properties	10.12 acres	GI/GI
7	5	WS Goetz, S of Ellis Ave 330-040-012*, -031	134 Malbert Vacant Land & Improved Industrial Building	5.13 acres	GI/GI
8	6	SEC Goetz & Mountain Ave 330-100-002	Louie W. Mahas Commercial Business	4.91 acres	LI/LI
9	7	SWC Goetz & Mountain Ave 330-070-008	Fr. Cal. Goetz Vacant Land & Storage Yard	38.51 acres	GI/GI

IDENTIFICATION OF SUBJECT PROPERTIES

<i>City Parcel #</i>	<i>Larger Parcel</i>	<i>Address/ Location/APN</i>	<i>Ownership / Use</i>	<i>Larger Parcel Size</i>	<i>Zone / Gen. Plan</i>
10	8	SWC Goetz & Artlo Ave 330-080-022*, -019, -020, -021	Orange Empire Railway Museum, Inc. Vacant Land with Storage Yard	15.03 acres	GI/GI
11	9	WS Goetz, S of Artlo Ave 330-080-035	K3jh Commercial Business	1.82 acres	GI/GI
12	10	ES Goetz, N of Mapes Road 330-100-005	Lomitas, LLC Vacant Land	9.79 acres	LI/LI
13	11	ES Goetz, N of Mapes Road 330-100-006	Kenneth J. Cartanzarite Vacant Land	9.79 acres	LI/LI
14	12	WS Goetz, N of Mapes Road 330-080-004	Ojeda M&M Family Trust Commercial Business	4.79 acres	GI/GI
15	13	NWC Goetz & Mapes Road 330-080-005	Emerald Family Holdings/Ruby Family Holdings Vacant Land	4.08 acres	GI/GI
16	14	NEC Goetz & Mapes Road 330-100-024*, -025	Brian N. Chuchua & Kerstin E. Chuchua Vacant Land	18.63 acres	LI/LI
Notes: * indicates parcel number identified by City of Perris, additional APNs have been identified by us as part of the larger parcel.					

Upon your authorization, we will contact the property owners via certified and regular mail and commence with a physical inspection of the real estate. We will use the addresses and contact information provided by the City of Perris. We will then perform a market investigation and valuation analysis of the land only (exclusive of building improvements) that will assist us in estimating the fair market value of the acquisitions, including any curable severance damages and benefits.

Our analysis and conclusions of value and other pertinent information relative to the subject properties and comparable market data, will be presented in one Appraisal, tabbed for each property. The Appraisal Report format contains a summarized narrative description of the subject properties, appraisal process and market data.

This valuation will be prepared according to standard eminent domain methodology, the *California Code of Civil Procedure*, and the Uniform Standards of Professional Appraisal Practice (USPAP). In addition to the appraisal report, we will also provide Appraisal Summary Statements, one for each property, in accordance with California Code of Civil Procedure Section 7267.2.

The date of valuation for this appraisal will be as of the date of inspection. The intended use of the Appraisal Report is to serve as the basis of fair market value as defined in Section 1263.320(a) of the California Code of Civil Procedure for acquisition in conjunction with the Goetz Road Widening Project.

The fee for the appraisals of the 14 Larger Parcels is based on the work required for researching multiple land sizes, multiple zoning/general plan land use designations, and analysis of potential severance damages and benefits. We have identified 6 properties that may have some type of curable severance damages. The fee for these larger parcels is \$8,000 each for a total of \$48,000 ($\$8,000 \times 6 = \$48,000$). The per parcel fee for the remaining 8 larger parcels is \$6,000 for a total of \$48,000 ($\$6,000 \times 8 = \$48,000$). The total fee for all 14 properties is **\$96,000**. We can provide you with three copies of the Appraisal Report within 90-120 days of your authorization to proceed and receipt of all requested materials.

Due to the complexity and size of this project, we request 4 monthly progress payments at 25% of the total fee. The monthly payments of \$24,000 are due starting 30 days after we commence with the appraisal. The final payment of \$24,000 will be due following delivery of the appraisal.

Our estimate of delivery time and appraisal fee is based upon the following assumptions:

1. The interest to be appraised is the fee simple estate and partial acquisition interests. We shall recognize and consider any easements of record; however, existing liens or encumbrances will be disregarded.

Our preliminary research indicates 6 parcels may be affected by curable severance damages. If further research indicates incurable damages, we may need to revise the appraisal proposal, accordingly.

2. Please provide us with the following information required to complete the appraisal:
 - a) Property owner contact information (current addresses and phone numbers);
 - b) Finalized engineering plans and maps;
 - c) Finalized R-O-W documents (legal descriptions and plat maps);
 - d) Staking on the improved properties (your numbers 1, 3, 4, 8, 10 & 11)
 - e) Project Engineering contact information;
 - f) Litigation Guarantees, Project Report, and EIR;
 - g) Any development plans submitted to the City for any of the properties; and
 - h) Quantification of the benefits of the project for each property.
3. The subject properties will be appraised under the assumption there are no toxic and/or hazardous materials on or in the property that might cause a reduction in property value. Since we are not qualified to detect toxic and/or

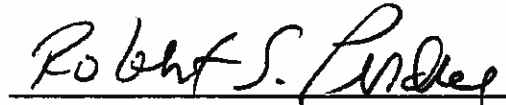
hazardous materials, should any obvious problem areas arise during the inspection, the matter will be brought to your attention so that an expert can be retained if deemed appropriate.

The appraisal fee quoted represents charges for completion of the appraisal work as outlined. Should additional time be required for deposition preparation, additional research, client meetings, court testimony, etc., this time will be billed based on standard hourly rates.

Thank you for your request for appraisal services. We look forward to working with you on this project.

Sincerely,

PERDUE, RUSSELL & MATTHIES REAL ESTATE APPRAISAL



Robert S. Perdue, MAI
RSP:cem

I hereby authorize PERDUE & RUSSELL REAL ESTATE APPRAISAL to proceed with this appraisal assignment as outlined.

By: _____
Authorized Signature Date

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 13, 2016

SUBJECT: Mi Familia Vota request for a Fee Waiver for use of the Senior Center to conduct a citizenship workshop on October 6, 2016

REQUESTED ACTION: Receive and file

CONTACT: Darren Madkin, Deputy City Manager *DM*

BACKGROUND/DISCUSSION:

This item was previously brought to City Council for consideration at the August 30, 2016 meeting, at that time City Council direction to staff was to continue this item to September 13, 2016 and for staff to provide additional information on Mi Familia Vota. However, they have since withdrawn their request for usage of the Senior Center to hold citizenship workshop.

FISCAL IMPACT: The requested waiver of the rental fee of \$400.00 and deposit fee of \$100.00 for the MFV Voter Education Community Forum in the Senior Center total \$500.00.

Prepared by: Spencer Campbell, Recreation Supervisor II *SC*

Reviewed By: Darren Madkin, Deputy City Manager

City Attorney:

Assistant City Manager: *JF for Ron Carr*

Attachments: Agenda report from August 30, 2016

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: August 30, 2016

SUBJECT: Mi Familia Vota request for a Fee Waiver for use of the Senior Center to conduct a citizenship workshop on October 6, 2016

REQUESTED ACTION: That the City Council consider a waiver of rental fees, totaling \$500, for the Mi Familia Vota event held on October 6, 2016 at the Senior Center.

CONTACT: Darren Madkin, Deputy City Manager

BACKGROUND/DISCUSSION:

Mi Familia Vota (MFV) is a national non-profit organization working to promote increased civic participation. MFV is involved in increasing citizenship for immigrants, voter registration and voter participation; with offices in Arizona, California, Colorado, Florida, Nevada and Texas.

MFV has planned to conduct a Voter Education Community Forum at the Senior Center on October 6, 2016, from 4:30pm-8:00pm. MFV is requesting that the City Council authorize the waiver of rental fees associated with the reservation of the Senior Center for their Voter Education Community Forum. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$500.00.

The proposed event will be held during regular business hours in which staff is already scheduled to work, so staff is available to provide oversight of the facility during the workshop. It is recommended that the City Council consider waiving all rental fees and deposit fees, for the MFV forum.

FISCAL IMPACT: The requested waiver of the rental fee of \$400.00 and deposit fee of \$100.00 for the MFV Voter Education Community Forum in the Senior Center total \$500.00.

Prepared by: Spencer Campbell, Recreation Supervisor II

Reviewed By: Darren Madkin, Deputy City Manager

City Attorney:

Assistant City Manager: Ron Carr _____

Attachments: Letter request from Mi Familia Vota

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 13, 2016

SUBJECT: Consideration of TODEC Legal Center request for a parade as part of their TODEC Annual Multicultural Celebration.

REQUESTED ACTION: Receive and file

CONTACT: Sabrina Chavez, Assistant Director of Community Services and Housing

BACKGROUND/DISCUSSION:

The City Council previously approved a fee waiver for the TODEC Multicultural Celebration including the use of the Bob Glass Gym and City Campus. TODEC requested approval of a parade to coincide with their celebration. However, they have indicated they will not be able to secure sponsors to cover parade related expenses, and have withdrawn their request to have their parade. Please see attached email.

FISCAL IMPACT:

Prepared by: Spencer Campbell, Recreation Supervisor II *sc*

Reviewed By: Darren Madkin, Deputy City Manager *DM*

City Attorney:

Assistant City Manager: *jc* for Ron Carr

Attachments: Agenda report from August 30, 2016 requesting a fee waiver
Email dated September 6, 2016 from TODEC withdrawing request for a parade

Hello,

After reviewing the budget received for the parade, our committee has agreed that we are not able to raise \$8,878.76 to fund our proposed parade in three weeks.

We cannot afford moving forward with this portion of TODEC's event (parade).

Regards,

Luz Gallegos, Community Programs Director

TODEC Legal Center www.TODEC.org

Training Occupational Development Educating Communities

Non-Profit Community Based Organization

234 South D St. Perris Ca 92570

Mailing: PO Box 1733 Perris CA 92570

Direct: (951) 443-8458

Serving the Counties of Riverside, San Bernardino, Imperial, and Inyo

[TODEC is Now ON FACEBOOK!](#)

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: August 30, 2016

SUBJECT: TODEC Legal Center request for a fee waiver for use of the City of Perris campus and Bob Glass Gym for the TODEC Annual Multicultural Celebration.

REQUESTED ACTION: That the City Council consider a waiver of rental fees for the TODEC Annual Community Festival event to be held on September 25, 2016; TODEC also requested approval of a parade from 3RD and D Street to City Hall, Staff does not recommend approving the requested parade at this time.

CONTACT: Sabrina Chavez, Assistant Director of Community Services and Housing

BACKGROUND/DISCUSSION:

TODEC Legal Center is a non-profit organization which provides tools needed for immigrants so that they can actively participate in the communities in which they reside. They will be hosting a Annual Community Festival to be held on September 25, 2016. The purpose of the Annual Community Festival event is to offer a free community celebration with cultural exchange, artistic/cultural entertainment, community resources, and community education.

TODEC Legal Center is requesting the City of Perris City Council authorize the waiver of rental fees associated with the reservation of the City of Perris campus and Bob Glass Gym for the Annual Community Festival event.

A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$2,450.00 (refundable deposit \$250.00 and \$2,200.00 for rental and staff cost for Bob Glass Gym and City campus).

FISCAL IMPACT: The fee for use of campus and gym is \$2,450.00. This amount includes the rental, staff, and deposit fees.

Prepared by: Spencer Campbell, Recreation Supervisor II

Reviewed By: Darren Madkin, Deputy City Manager

City Attorney:

Assistant City Manager: Ron Carr

Attachments: Letter request from TODEC Legal Center



TODEC Legal Center

Training Occupational Development Educating Communities

June 30, 2016

City of Perris
101 North D St.
Perris CA 92570

RE: TODEC's Annual Community Festival and Parade

Dear Sir or Madam,

This year we will be having "TODEC's Annual Multicultural Celebration" in September 25, 2016. TODEC began this annual celebration since 1998 in the city of Perris and since then these festivities have grown bigger every year.

Our free community celebration is an encounter with cultural exchange, artistic/cultural entertainment, community resources, health fair, and community education. For decades TODEC has provided the tools needed so that immigrants can actively participate in the American communities in which they reside.

At this time we are asking for the City Council to allow TODEC to have its annual festival on the City of Perris campus and consider waiving all fees associated to this free community event and approve the attached Parade Route.

TODEC's mission is to empower disenfranchised immigrant communities in Riverside, San Bernardino and Imperial Counties, to become economically, socially, educationally, and civically self-sufficient while enhancing individual self-esteem.

Should you have any questions, please contact Luz Gallegos at (951) 443-8458.

Luz Maria Ayala
Executive Director

234 South D St. P.O. Box 1733 Perris Ca. 92570
(909) 943-1955 Fax: (909) 943-2395 www.todec.org

"Community Based Organization "

Serving the Riverside, San Bernardino and Imperial Counties

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 13, 2016

SUBJECT: Perris Housing Authority Contract Services Agreement with Richard G. Rivera for Professional Inspection Services

REQUESTED ACTION: That the City Council execute a Contract Services Agreement with an independent contractor, Richard G. Rivera, to provide housing inspection services for the Housing Authority.

CONTACT: Darren Madkin, Deputy City Manager *DM*

BACKGROUND:

Staff is requesting that the City Council consider contracting independent contractor, Richard G. Rivera ("Contractor") to provide housing inspection services for the Housing Authority in support of housing programs. Mr. Rivera has 18 years of experience working with local government agencies and has conducted residential, commercial, and industrial building inspections for compliance with municipal and state building codes.

In Fiscal Year 2016-2017, the Housing Authority was awarded grant funding to implement programs under the Community Development Block Grant (CDBG), the HOME Investment Partnership Program (HOME), and the Neighborhood Stabilization Program (NSP). Under the proposed Contract Services Agreement, the Contractor will provide housing inspection services for the following projects:

- **Residential Beautification Grant Program**
The Residential Beautification Grant Program is funded through CDBG, to provide income qualified households with a grant of up to \$10,000 to make exterior improvements to the façade of their homes, such as new paint and front windows. The Contractor's inspection duties will include preparation of scopes of work based on eligible improvements under the grant, and a property inspection of the home. The Contractor will manage construction activities until project completion.
- **HOME Investment Partnership Grant Program (HOME)**
The First-Time Homebuyer Program (FTHB) and Owner Occupied Rehabilitation Loan Programs (OORP) are funded through HOME. Pursuant to FTHB guidelines, the Contractor will be required to conduct a property inspection of the homes being purchased through the program, and to ensure that the home is safe and in a habitable condition for potential buyers. Pursuant to OORP guidelines, the Contractor is required to produce a scope of work, based on a property inspection of the home to correct code violations, and provide general oversight during construction to ensure the necessary home improvements are completed.
- **Affordable Housing Development Annual Tenancy Monitoring**
The Perris Housing Authority is required to monitor compliance with terms pursuant to the Developer and Disposition Agreements for three affordable housing developments located in Perris, which include Mercado, Verano, and Perris Station Apartments. Each year, Housing Staff reviews certification of tenant income and assets, affordable rents, property standards, and marketing program at each apartment site. The Contractor is required to meet with onsite maintenance staff to conduct inspections of the buildings' exterior and interior conditions, and a random selection of the housing units, to ensure overall that the developments are being maintained in compliance with health and safety standards.

- Neighborhood Stabilization Program (NSP)**
 The Perris Housing Authority has program funding available through NSP to construct one single family unit. Housing Staff solicited request for qualifications from developers to construct one single family unit within NSP targeted areas. The project is currently in progress with a developer proposal currently in review. Staff anticipates executing the project by the end of the year. The Contractor is required to provide general oversight during construction activities, from the kick off meeting to project completion.
- Housing Programs**
 The Perris Housing Authority is required to monitor compliance with terms pursuant to loan agreements executed by the City and program applicants of the Homebuyer Assistance Program and Substantial Rehabilitation Loan Program. The Contractor is required to conduct property inspections to ensure that program applicants are occupying their home as principal place of residence and the property is being maintained in compliance with health and safety standards.

The total estimated cost for the proposed scope of services is \$48,000 for a one year term, based on a 20 hour per week work schedule, at a rate of \$50 per hour, plus mileage for the personal use of Contractor's vehicle. Staff recommends that the City Council approve the attached professional contract services agreement in an amount not to exceed \$48,000 with Richard G. Rivera.

FISCAL IMPACT: Costs for professional contracting services is provided in the Fiscal Year Budget 2016-2017 for Housing Authority (25%), HOME (25%), CDBG (30%), and NSP (20%).

Prepared by: Sabrina Chavez, Assistant Director of Housing Authority *SC*

City Attorney: N/A
 Assistant City Manager: Ron Carr *RC*
 Attachments: Contract Services Agreement

Consent: X
 Public Hearing:
 Business Item:
 Workshop:

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
HOUSING AUTHORITY PROFESSIONAL INSPECTION SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this _____ day of _____, 2016, by and between the City of Perris, a municipal corporation ("City"), and Richard G. Rivera ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to

the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty Eight Thousand dollars (\$48,000) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no

later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than September 30, 2017.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Richard G. Rivera is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to

limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 **California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 **Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 **Termination Prior to Expiration of Term.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
Richard G. Rivera
P.O. Box 7142
Redlands, CA 92375

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Under the proposed Contract Services Agreement, the Consultant will provide housing inspection services for the following projects:

- **Residential Beautification Grant Program**
The Residential Beautification Grant Program is funded through CDBG, to provide income qualified households with a grant of up to \$10,000 to make exterior improvements to the façade of their homes, such as new paint and front windows. The Contractor's inspection duties will include preparation of scopes of work based on eligible improvements under the grant, and a property inspection of the home. The Contractor will manage construction activities until project completion.
- **HOME Investment Partnership Grant Program (HOME)**
The First-Time Homebuyer Program (FTHB) and Owner Occupied Rehabilitation Loan Programs (OORP) are funded through HOME. Pursuant to FTHB guidelines, the Contractor will be required to conduct a property inspection of the homes being purchased through the program, and to ensure that the home is safe and in a habitable condition for potential buyers. Pursuant to OORP guidelines, the Contractor is required to produce a scope of work, based on a property inspection of the home to correct code violations, and provide general oversight during construction to ensure the necessary home improvements are completed.
- **Affordable Housing Development Annual Tenancy Monitoring**
The Perris Housing Authority is required to monitor compliance with terms pursuant to the Developer and Disposition Agreements for three affordable housing developments located in Perris, which include Mercado, Verano, and Perris Station Apartments. Each year, Housing Staff reviews certification of tenant income and assets, affordable rents, property standards, and marketing program at each apartment site. The Contractor is required to meet with onsite maintenance staff to conduct inspections of the buildings' exterior and interior conditions, and a random selection of the housing units, to ensure overall that the developments are being maintained in compliance with health and safety standards.
- **Neighborhood Stabilization Program (NSP)**
The Perris Housing Authority has program funding available through NSP to construct one single family unit. Housing Staff solicited request for qualifications from developers to construct one single family unit within NSP targeted areas. The project is currently in progress with a developer proposal currently in review. Staff anticipates executing the project by the end of the year. The Contractor is required to provide general oversight during construction activities, from the kick off meeting to project completion.
- **Housing Programs**
The Perris Housing Authority is required to monitor compliance with terms pursuant to loan agreements executed by the City and program applicants of the Homebuyer Assistance Program and Substantial Rehabilitation Loan Program. The Contractor is required to conduct property inspections to ensure that program applicants are occupying their home as principal place of residence and the property is being maintained in compliance with health and safety standards.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Not applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant: Richard G. Rivera
Address: P.O. Box 7142, Redlands, CA 92375
Phone: (951) 634-7351
Email: sircodeofficer02@verizon.net
Salary: \$50 per hour, to be paid bi-weekly
\$0.54 cents per mile for use of personal vehicle for inspections.
Other: No other benefits

EXHIBIT "D"

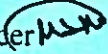
SCHEDULE OF PERFORMANCE

The Consultant should not exceed 20 hours per week, or 960 total hours for a one year term. The City agrees to compensate the Consultant for services outlined in Exhibit "A," which is actual time spent on projects, plus mileage associated with outlined projects for the Perris Housing Authority. Consultant shall be paid within thirty (30) days after the City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager.

PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL
Meeting Date: September 13, 2016

SUBJECT: Façade Improvement Project Completion Report - 325 E 4th St.

REQUESTED ACTION: The Board of Directors: 1) Receive & File.

CONTACT: Michael McDermott, Chief Operating Officer 

BACKGROUND/DISCUSSION:

The Board of Directors at a recent Strategic Planning session identified the 4th Street Gateway Area as the primary target of the Façade Program, given the size and visibility of the 4th St properties the budget is variable and project specific.

On September 29, 2015 the Board approved a bid budget, including contingencies, of \$52,770 inclusive of Demolition, Block Wall, Landscaping, New Signage, Paint & Varied Construction for 325 E 4th St.- Jimbo's Tires.

The project has been completed with construction expenditures totaling \$51,147.

BUDGET (or FISCAL) IMPACT:

The amount is a budgeted expense within the Perris CEDC Downtown Commercial Façade Program budget.

Prepared by:

Reviewed by:

Redevelopment & Economic Development Manager _____

Asst. City Manager 

Attachments:

Consent XXX

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CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 13, 2016

SUBJECT: Resolution approving an amendment to the Joint Use of Facilities Agreement between the Perris Union High School District and the City of Perris regarding the use of the Bob Glass Gymnasium and the Perris High School Gymnasium.

REQUESTED ACTION: That the City Council approve the attached resolution amending the Joint Use of Facilities agreement with the Perris Union High School District.

CONTACT: Darren Madkin, Deputy City Manager 

BACKGROUND:

The City of Perris and the Perris Union High School District mutually developed a facilities joint use agreement in 2000, to share the use of school district facilities for community and recreational youth programs. The agreement was subsequently updated with new terms and conditions and approved by the City Council in October 2014. The use of the high school district facilities has been extremely beneficial for City sponsored indoor sports programs. For 15 years the City used the gymnasium at Perris High School for the youth recreational basketball program, in which hundreds of Perris youth participate. Similarly, the District's authorized charter school, California Military Institute (CMI), enjoyed the use of the Bob Glass Gymnasium for its varsity and middle school volleyball and basketball practices and games. However, the District began to charge the City usage fees which could not be absorbed in the recreation budget without increasing registration rates for participating youths. As a result, the City discontinued use of the gym at Perris High School last year. Since it wasn't clearly determined that CMI was considered a part of the District for joint use privileges, they were charged usage fees for using the Bob Glass Gymnasium. Both the City and the Perris High School District now desire to revise the joint use agreement to address usage of City facilities by the California Military Institute (CMI) and the City's use of the gym at Perris High School.

DISCUSSION:

The attached amendment to the joint use agreement allows the City to use the District's gymnasium at Perris High School, and CMI to use the Bob Glass Gymnasium and no cost to each other. It is recommended that the City Council approve the attached resolution authorizing the execution of an amendment to the joint use agreement with the Perris Union High School District.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact with this action. There will be a cost savings to the Recreation Budget from not

Reviewed by:

Assistant City Manager  for Ron Carr

Attachment: Resolution

Amendment No. 1 to the Joint Use Agreement

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
APPROVING AMENDMENT NUMBER ONE TO THE JOINT USE AND
MAINTENANCE OF FACILITIES AGREEMENT BETWEEN THE PERRIS UNION
HIGH SCHOOL DISTRICT AND THE CITY OF PERRIS

WHEREAS, Perris Union High School District (District) is a public school district organized and operating in the County of Riverside, California; and

WHEREAS, City of Perris (City) is a municipal corporation operating in Riverside County, California, and

WHEREAS, the California Military Institute (“CMI”) is a charter school authorized by the District and utilizing facilities owned by the District, and

WHEREAS, the District and the City entered into a Joint Facility Use Agreement dated October 15, 2014 (“Agreement”), for the planning, use, operation and/or maintenance of specified public facilities throughout the City of Perris, and

WHEREAS, the District and the City desire to enter into this Amendment Number 1 to provide CMI the ability to utilize the Bob Glass Gymnasium and the City to utilize Perris High School Gymnasium.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Perris as follows:

Section 1. The City Council approves Amendment No. 1 to the Joint Facility Use Agreement, subject to the terms and conditions of the attached amendment marked “Amendment No. 1”. The parties mutually agree that CMI will have the ability to utilize the City’s facility, Bob Glass Gymnasium, for their athletic programs with no charge to the District or CMI. In exchange, the City will have the ability to utilize the District's facility, Perris High School Gymnasium, for their youth sports programs with no charge to the City. Should there be any cost to the District for the City use of Perris High School, this cost shall be borne by CMI.

Section 2. The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 13th day of September, 2016

MAYOR OF THE CITY OF PERRIS

Attest:

City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF PERRIS)

I, _____, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 13th day of September 2016, by the following called vote:

Ayes:

Noes:

Absent:

Amendment No. 1
Joint Facility Use Agreement
The Perris Union High School District and the City of Perris

This Amendment No. 1 ("Amendment") is effective this 13th day of September of 2016, between the the Perris Union High School District ("District") and the City of Perris ("City").

Whereas, the District and the City entered into a Joint Facility Use Agreement dated October 15, 2014 ("Agreement"), for the planning, use, operation and/or maintenance of specified public facilities throughout the City of Perris.

Whereas, the California Military Institute ("CMI") is a charter school authorized by the District and utilizing facilities owned by the District.

Whereas, the District and the City desire to enter into this Amendment No. 1 to provide CMI the ability to utilize the Bob Glass Gymnasium and the City to utilize Perris High School.

Now, Therefore, the District and the City agree as follows:

1. CMI will have the ability to utilize the City's facility, Bob Glass Gymnasium for their athletic programs with no charge to the District or CMI.
2. In exchange, the City will have the ability to utilize the District's facility, Perris High School Gymnasium for their youth sports programs with no charge to the City.
3. Should there be any cost to the District for the City use of Perris High School, this cost shall be borne by CMI.
4. To the best of their abilities, in advance of each fiscal year, the District, CMI and the City shall establish a master schedule of facilities use with the dates and times for the use of the Bob Glass and Perris High School Gymnasiums.
5. Such use shall also be coordinated through the facilities use application processes at both the City and the District, including all required insurance and indemnification documentation.
6. Except as expressly modified by this Amendment, the terms of the Agreement shall remain in full force and effect.

This Amendment No. 1 is executed by the duly authorized representatives of the Perris Union High School District and the City of Perris as of the date first herein above written.

Perris Union High School District

Candace Reines, Assistant Superintendent of Business Services

DATE

ATTEST:

"City"

CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

CITY COUNCIL
AGENDA SUBMITTAL
September 13, 2016

SUBJECT: CDBG 2015-2016 Second Program Year Consolidated Annual Performance and Evaluation Report (CAPER)

REQUESTED ACTION:

1. Adopt Resolution No. XXX approving the City's CDBG 2015-2016 Second Program Year Consolidated Annual Performance and Evaluation Report (CAPER).
2. Direct staff to submit the 2015-2016 Second Program Year CAPER to HUD and to amend as needed.

CONTACT: Darren Madkin, Deputy City Manager *DM*

BACKGROUND/DISCUSSION:

The City of Perris receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) annually. As a requirement of receiving these funds, the City must submit an application known as the Consolidated Plan every five years, an Action Plan annually, and a Consolidated Annual Performance and Evaluation Report (CAPER) by September 30th of each year, following close out of the City CDBG Program year.

The 2015-2016 CAPER represents the second performance report for the approved 2014-2019 Five-Year Consolidated Plan and the 2015-2016 Program Year Action Plan. It reports progress of the CDBG Program period from July 1, 2015 through June 30, 2016.

The CAPER meets all of the content requirements established by HUD, and is consistent with the City's approved 2014-2019 Five-Year Consolidated Plan.

The CAPER is intended to outline and evaluate the overall progress the City has made in carrying out its goals and objectives in utilizing the annual federal CDBG Entitlement Funds awarded during FY 2015-2016.

The CAPER was made available for public review for a 15-day public comment period as prescribed by HUD, commencing on August 19, 2016 and is presented to City Council for approval prior to submitting to HUD.

Highlights of CDBG Program for Fiscal Year 2015-2016:

During FY 2015-2016, the City received \$925,247 in federal CDBG Entitlement funds, which were used to accomplish various goals and objectives outlined in the 2014-2019 Five-Year Consolidated Plan and the Second Program Year Action Plan, including:

- Contracting with Path of Life Ministries to provide street outreach in the form of referrals and case management & referral services to 542 homeless individuals. Additionally, 27 homeless individuals were provided with overnight shelter during the reporting period.
- Contracting with the Fair Housing Council of Riverside County (FHCRC) to provide residents with services to investigate allegations of housing discrimination, and landlord tenant complaint mediation, as well as advocacy services education and training. The FHCRC assisted 1,646 residents during this reporting period.
- Perris Valley Youth Association Sports were contracted to provide after school recreational enrichment through the Youth Mentoring Program to 91 teens.
- The Senior Home Repair Program assisted in the rehabilitation of homes to 22 eligible seniors.
- The Perris Employment Program provided 11 student youth workers with paid employment within various City departments.
- The Community Services Department provided 33 youths with performing arts programming such as Dance, Voice, Digital Filmmaking and Musical Theatre through the Perris Cultural Arts Program; additionally, 20 youths were provided with College Preparation, Financial Literacy, Professional Development and Science camp classes through the Youth Advisory Committee Leadership Academy.
- Non-public service project accomplishments include the completion of the banquet room renovations as part of the Senior Center Renovations Phase II in February 2016 as well as completion of the Metz Park Improvements project in June 2016 which consisted of playground and soccer field renovations.

As required by HUD, all public noticing requirements have been met and program performance data made available to the public. Therefore, it is recommended that the City Council adopt the FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) prior to submittal to the U.S. Department of Housing and Urban Development (HUD).

BUDGET IMPACT: None

Prepared by:	Sara Cortes de Pavon, Grants Manager <i>SCP</i>
Reviewed by:	Asst. City Manager: Ron Carr <i>RC</i> for Ron Carr
Attachments:	2015-2016 CAPER
Public Hearing:	<u>X</u>

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
APPROVING THE 2015-2016 SECOND PROGRAM YEAR
CONSOLIDATED ANNUAL PERFORMANCE
AND EVALULATION REPORT (CAPER)**

WHEREAS, the City of Perris (the "City") operated the Community Development Block Grant Program (CDBG) for the 2015-2016 Program Year; and

WHEREAS, the City is required to submit a CAPER, to the U.S. Department of Housing and Urban Development (HUD) for the activities and expenditures for the 2015-2016 Program Year; and

WHEREAS, the City Council must also certify that it is complying with HUD requirements for the use of CDBG funds; and

WHEREAS, the City has spent \$489,626.37 in CDBG funds during the 2015-2016 Program Year, and 100% of its funds were used for activities that benefitted low and moderate-income persons; and

WHEREAS, the City Manager is the certifying official for all HUD reports and transactions; and

WHEREAS, the City has held a public hearing to hear public testimony of all interested parties regarding the 2015-2016 Second Program Year CAPER; and

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1: Subsequent to hearing and consideration of all testimony, the City Council hereby adopts the 2015-2016 Consolidated Annual Performance Report (CAPER), a copy of which is on file with the City Clerk of the City of Perris, and authorizes the City Manager to submit the same to HUD on behalf of the City of Perris.

PASSED, APPROVED, AND ADOPTED ON SEPTEMBER 13, 2016, BY THE FOLLOWING VOTE:

MAYOR, DARYL R. BUSCH

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a public hearing thereof held on the 13TH day of September 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: September 13, 2016

SUBJECT: 2016 Pavement Rehabilitation & Flood Benefit Zone Rehabilitation Project

REQUESTED ACTION: Adopt the Plans and Specifications for the 2016 Pavement Rehabilitation & Flood Benefit Zone Rehabilitation Project, Award Contract to American Asphalt South, Inc. and Reject All Other Bids

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

On September 1, 2016, bids were received via Active Bidder for the 2016 Pavement Rehabilitation & Flood Benefit Zone Rehabilitation Project. Bids ranged from \$929,102.70 and \$1,282,828.00. The low bid was submitted by American Asphalt South, Inc.

American Asphalt South, Inc. recently completed similar slurry seal and pavement rehabilitation work for the City and their work was considered good by the City Engineer's office. This project will involve resurfacing, re-striping, and miscellaneous work for various residential tracts.


Construction is planned to begin early October and 70 calendar days have been allotted to complete the project. This project is funded by Measure "A" and various Flood Control Street Maintenance District funds. Staff recommends Council adopt the plans and specifications, award the project to American Asphalt South, Inc. and authorize a construction contingency of 20%.

The City Clerk's office maintains copy of the plans and specifications for review.

BUDGET (or FISCAL) IMPACT:

Adopted Capital Improvements Project Sheets S002 and S075 identify adequate funds to complete project including 20% construction contingency.

Reviewed by:

City Attorney
Assistant City Manager 

Attachments: CIP Sheets S002 & S075
Bid Results
Project Exhibits

Consent: Yes

Public Hearing:

Business Item:

Other:

CITY OF PERRIS

Capital Improvement Program Project Details

Project Title: Annual Slurry Seal & Street & Grind Overlay Program

Project Description: Crack Treatment and Slurry Seal of selected Streets Citywide on an annual ongoing cycle. Grind and Overlay, and/or Resurfacing of selected Streets Citywide on an annual basis. Also, the paving of Murrieta and Placentia.

Project Number:
S002

Managing Department(s)
City Engineer



Project Status:
 New
 Pending
 RFP Prepared
 In Design
 Out to Bid
 Under Construction

Impact on Future Operating Costs

Increase
 Decrease
 Minimal

Project Statistics:

Project related to: Origination Yr. **FY 04/05**
 Safety & Health
 Masterplan
 Council Goal **Maint/Imp**

Financial Requirements:

<u>Initial Cost Estimate by Category</u>	<u>Estimate</u>
Land Acquisition / Right of Way	
Engineering / Architecture	
Internal Costs (staff/operational Expenses)	
Construction	
Construction Mgmt / Inspection	
Other - Specify _____	
Total	Per Year 900,000



<u>Project Summary</u>	
Total Funded \$	9,568,354
Total Project Costs \$	8,135,547
Sub-total \$	1,432,807
Restricted Funds \$	
Available Funds \$	1,432,807

Restricted Funding Yes No

Funding Allocation

Funding Source(s)	Fund	Budget 2014/2015	Budget 2015/2016	Plan 2016/2017	Plan 2017/2018	Plan 2018/2019	Plan 2019/2020	Plan 2020+
Measure A Streets	142	1,204,626	788,574					
State Grants-Prop 1 B 119	119	1,160,316	111,426					
DIF Transportation Fee	163	206,456						
External Contributions	157							
Total		2,571,398	900,000	-	-	-	-	-

Initial Cost Estimate: 900,000 per year
 Remains Unfunded: _____

Budget Amendment Notes

Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2005/06	Original Budget	70,452		\$ 70,452
2005/06	Adopted Budget	5,210		\$ 75,662
2006/07	Amendment		250,000	\$ 325,662
2006/07	Adopted Budget	40,606		\$ 366,268
2007/08	Adopted Budget Measure A		400,000	\$ 766,268
2007/08	Xfr from S003 Measure A Street Imp	500,000		\$ 1,266,268
2008/09	Adopted Budget Measure A	900,000		\$ 2,166,268
2009/10	Adopted Budget Measure A	900,000		\$ 3,066,268
2009/10	Budget Prop 1 B State Grants	200,000		\$ 3,266,268
2009/10	Budget DIF Transportation Fee	250,000		\$ 3,516,268
2010/11	Adopted Budget Measure A	900,000	100,000	\$ 4,516,268
2010/11	Prop 1B Xfr from S071	500,000		\$ 5,016,268
2011/12	Adopted Budget Measure A	900,000		\$ 5,916,268
2011/12	Prop 1B Xfer from S051	462,086		\$ 6,378,354
2011/12	xfr to S051		(200,000)	\$ 6,178,354
2012/13	Adopted Budget	900,000		\$ 7,078,354
2012/13	xfr to S051		(120,000)	\$ 6,958,354
2012/13	External Contribution (check from Har-Bro)		10,000	\$ 6,968,354
2013/14	Budget Amendment Measure A	900,000		\$ 7,868,354
2013/14	Xfr to S007	(100,000)		\$ 7,768,354
2014/15	Adopted Budget Measure A	900,000		\$ 8,668,354
2015/16	Adopted Budget Measure A	900,000		\$ 9,568,354
2015/16	Transfer Measure A Budget to State Grants		(111,426)	\$ 9,456,928
2015/16	Transfer to State Grants from Measure A		111,426	\$ 9,568,354

CITY OF PERRIS


Capital Improvement Program Project Details

Project Title: Flood Control Slurry Seal / Grind & Overlay

Project Description: 09/10 Slurry Seal in Tract: 31241, 31678, 31178, and 30773; FY13/14 & 14/15 Slurry Seal in Amended Tract: 22832 and 22833 and Tracts 29425, 31660, 31683, 32262, 32428, 32973 and 33720

Project Number:
S075

Managing Department(s)
City Engineer

	Project Status: <input type="checkbox"/> New <input type="checkbox"/> Pending <input type="checkbox"/> RFP Prepared <input type="checkbox"/> In Design <input type="checkbox"/> Out to Bid <input type="checkbox"/> Under Construction	Impact on Future Operating Costs <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> Minimal	Project Statistics: Project related to: Origination Yr. <u>FY09/10</u> <input type="checkbox"/> Safety & Health <input type="checkbox"/> Masterplan <input type="checkbox"/> Council Goal
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Financial Requirements:

Initial Cost Estimate by Category Land Acquisition / Right of Way _____ Engineering / Architecture _____ Internal Costs (staff & operational Expenses) _____ Construction _____ Construction Mgmt / Inspection _____ Other - Specify _____ Total <u>3,263,372</u>		Project Summary Total Funded \$ <u>3,263,372</u> Total Project Costs \$ <u>730,775</u> Sub-total \$ <u>2,532,597</u> Restricted Funds \$ _____ Available Funds \$ <u>2,532,597</u> Restricted Funding <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Funding Allocation

Funding Source(s)	Fund	Budget 2014/2015	Budget 2015/2016	Plan 2016/2017	Plan 2017/2018	Plan 2018/2019	Plan 2019/2020	Plan 2020+
Flood Control Streets	130	3,113,235						
Total		3,113,235	-	-	-	-	-	

Initial Cost Estimate	3,263,372
Remains Unfunded	-

Budget Amendment Notes

Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2009/10	Budget Flood Control	210,000		\$ 210,000
2014/15	Budget Admendment		3,053,372	\$ 3,263,372

2016 Pavement Rehabilitation and Flood Benefit Zone Rehabilitation Project

Post Date: 08/08/2016 17:19 PDT

Due Date: 09/01/2016 before 14:00 PDT

Estimated Value: \$1,200,000

1. Apparent low bidder details for: Stone, Lyle / American Asphalt South, Inc.

1) 2016 Pavement Rehabilitation and Flood Benefit Zone Rehabilitation Project

Item	UM	Qty	Unit Pricing	Item Total	
Bid Schedule I - Pavement Rehabilitation Streets					
1	Mobilization	LS	1	\$12,700	\$12,700
2	Traffic Control	LS	1	\$26,000	\$26,000
3	Water Pollution Control	LS	1	\$1,000	\$1,000
4	Roadway Excavation and Earthwork, Clear and Grubb, Subgrade Preparation	LS	1	\$9,000	\$9,000
5	Striping, Signing, and Pavement Markings, Install Fire Hydrant Blue Markers As Needed	LS	1	\$34,619.2	\$34,619.2
6	Type I Slurry Seal - 10 lbs / sy	SY	365,000	\$0.8	\$292,000
7	Type II Slurry Seal - 15 lbs / sy	SY	12,000	\$1.2	\$14,400
8	Protect in place utility boxes, manholes, meters, valves, etc. not called out elsewhere	LS	1	\$2,500	\$2,500
9	Crack Seal	LS	1	\$90,036	\$90,036
10	Weed Removal	LS	1	\$2,000	\$2,000
11	2" A.C. Cold Plane	SF	150,000	\$0.25	\$37,500
12	Asphalt Concrete	TN	3,200	\$73.85	\$236,320
13	Adjust Sewer Manhole to Grade	EA	12	\$770	\$9,240
14	Adjust Water Valve to Grade	EA	44	\$110	\$4,840
15	Re-stripe Ethanac Road (Section M)	LS	1	\$1,650	\$1,650
			Subtotal		\$773,805.2
Bid Schedule 2 - Flood Benefit Zone 26					
1	Mobilization	LS	1	\$250	\$250
2	Traffic Control	LS	1	\$500	\$500
3	Water Pollution Control	LS	1	\$250	\$250
4	Striping, Signing, and Pavement Markings, Install Fire Hydrant Blue Markers as needed	LS	1	\$14,712.5	\$14,712.5
5	Type I Slurry Seal - 10 lbs / sy	SY	12,000	\$0.8	\$9,600
6	Protect In Place Utility Boxes, Manholes, Meters, Valves, Etc. not called out elsewhere	LS	1	\$250	\$250
7	Crack Seal	LS	1	\$2,775	\$2,775
8	Weed Removal	LS	1	\$250	\$250

2016 Pavement Rehabilitation and Flood Benefit Zone Rehabilitation Project

Post Date: 08/08/2016 17:19 PDT

Due Date: 09/01/2016 before 14:00 PDT

Estimated Value: \$1,200,000

1. Apparent low bidder details for: Stone, Lyle / American Asphalt South, Inc.

1) 2016 Pavement Rehabilitation and Flood Benefit Zone Rehabilitation Project

Item	UM	Qty	Unit Pricing	Item Total
			Subtotal	\$28,587.5

Bid Schedule 3 - Flood Benefit Zone 44

1	Mobilization	LS	1	\$250	\$250
2	Traffic Control	LS	1	\$2,000	\$2,000
3	Water Pollution Control	LS	1	\$250	\$250
4	Striping, Signing, and Pavement Markings, Install Fire Hydrant Blue Markers as needed	LS	1	\$3,000	\$3,000
5	Type I Slurry Seal - 10 lbs / sy	SY	43,000	\$0.8	\$34,400
6	Protect in Place Utility Boxes, Manholes, Meters, Valves, etc. not called out elsewhere	LS	1	\$500	\$500
7	Crack Seal	LS	1	\$10,000	\$10,000
8	Weed Removal	LS	1	\$850	\$850
			Subtotal	\$51,250	

Bid Schedule 4 - Flood Benefit Zone 32A

1	Mobilization	LS	1	\$250	\$250
2	Traffic Control	LS	1	\$500	\$500
3	Water Pollution Control	LS	1	\$250	\$250
4	Striping, Signing, and Pavement Markings, Install Fire Hydrant Blue Markers as needed	LS	1	\$1,260	\$1,260
5	Type I Slurry Seal - 10 lbs / sy	SY	16,500	\$0.8	\$13,200
6	Protect In Place Utility Boxes, Manholes, Meters, Valves, Etc. not called out elsewhere	LS	1	\$250	\$250
7	Crack Seal	LS	1	\$3,750	\$3,750
8	Weed Removal	LS	1	\$500	\$500
			Subtotal	\$19,960	

Bid Schedule 5 - Flood Benefit Zone 46

1	Mobilization	LS	1	\$250	\$250
2	Traffic Control	LS	1	\$2,000	\$2,000
3	Water Pollution Control	LS	1	\$250	\$250
4	Striping, Signing, and Pavement Markings, Install Fire Hydrant Blue Markers as needed	LS	1	\$3,500	\$3,500

2016 Pavement Rehabilitation and Flood Benefit Zone Rehabilitation Project

Post Date: 08/08/2016 17:19 PDT

Due Date: 09/01/2016 before 14:00 PDT

Estimated Value: \$1,200,000

1. Apparent low bidder details for: Stone, Lyle / American Asphalt South, Inc.**1) 2016 Pavement Rehabilitation and Flood Benefit Zone Rehabilitation Project**

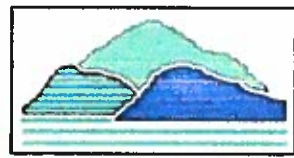
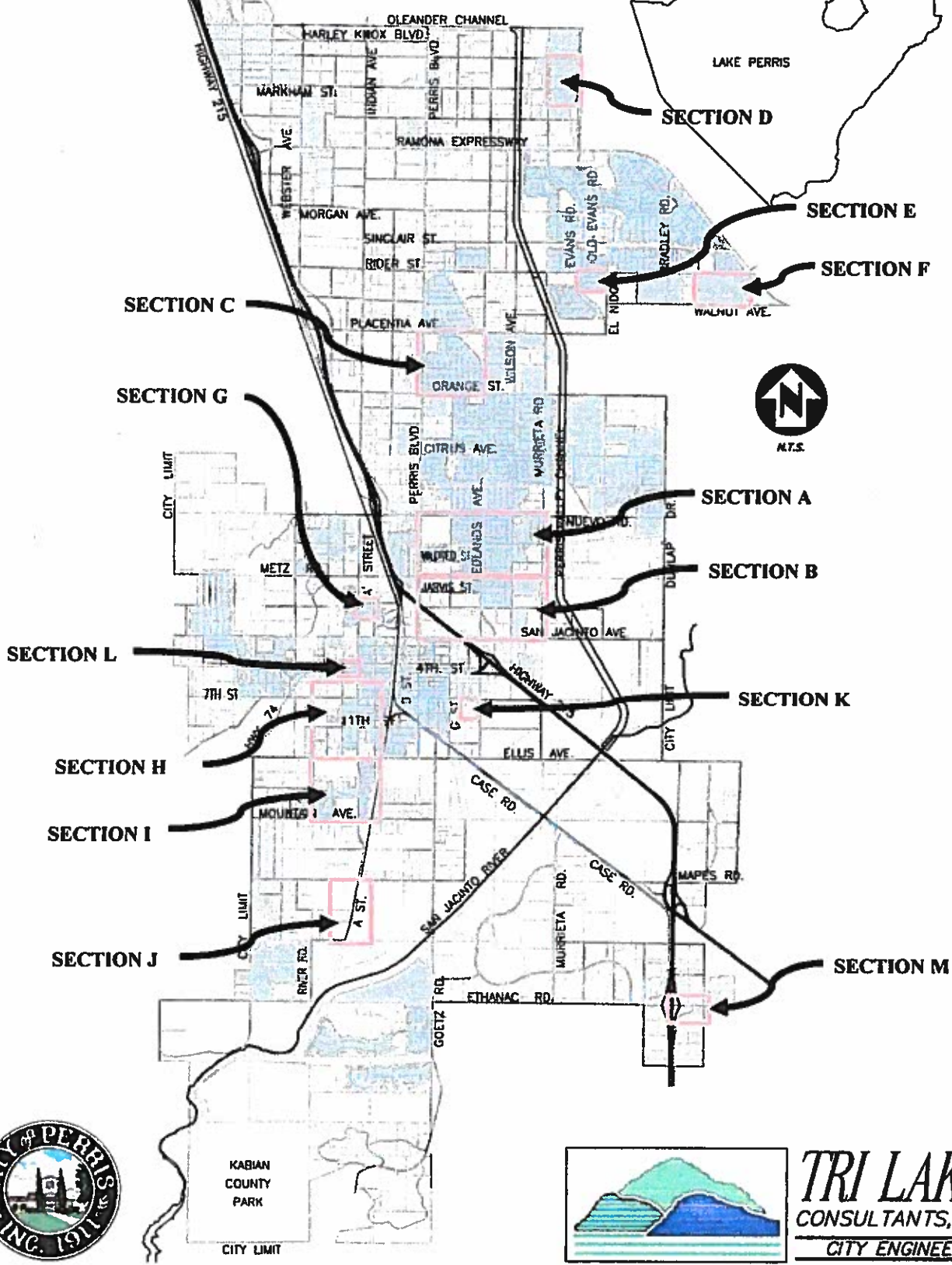
Item	UM	Qty	Unit Pricing	Item Total
5 Type I Slurry Seal - 10 lbs / sy	SY	45,000	\$0.8	\$36,000
6 Protect in Place Utility Boxes, Manholes, Meters, Valves, Etc. not called out elsewhere	LS	1	\$500	\$500
7 Crack Seal	LS	1	\$11,500	\$11,500
8 Weed Removal	LS	1	\$1,500	\$1,500
			Subtotal	\$55,500
			Project Total	\$929,102.7

Subcontractor Information for: Stone, Lyle / American Asphalt South, Inc.

Subcontractor	License #	Portion	Amount
1 Superior Pavement Markings P.O. Box 278 Beaumont, CA	776306	Remove and Replace Striping	\$53,440.36
2 Hardy and Harper, Inc 1312 E. Warner Ave Santa Ana, CA	215952	AC R&R, Adjust Manholes	\$288,000

CITY OF PERRIS 2016 PAVEMENT REHABILITATION STREET PLANS

CONSTRUCTION LOCATIONS: SECTIONS A-M



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER

Section A



NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)



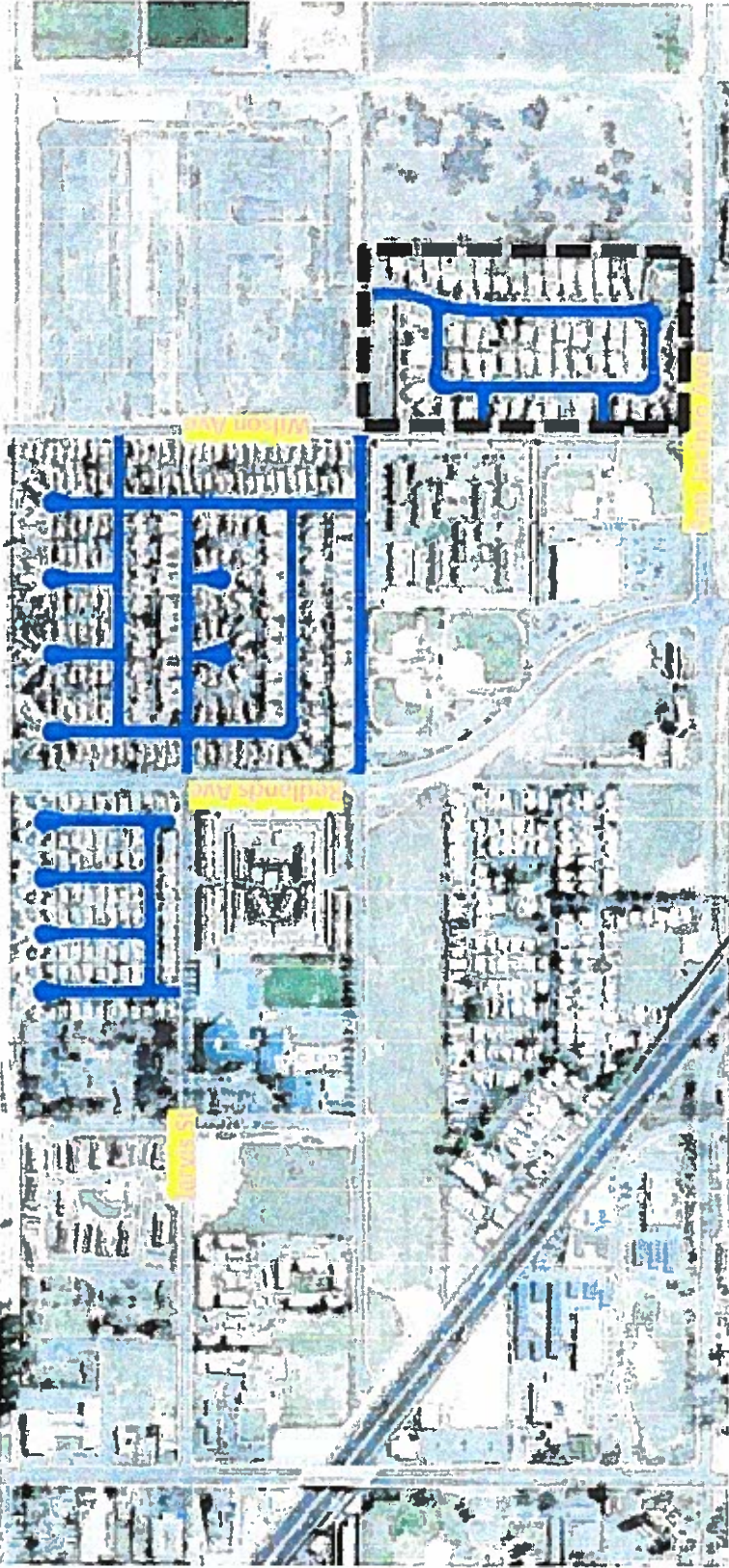
TYPE I SLURRY SEAL



TRI LAKE
COMMUNITY CENTER
2000 W. WASHINGTON



Section B



NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV, AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

— TYPE I SLURRY SEAL

☐ Zone FC 26
(Bid Schedule 2)



Section C

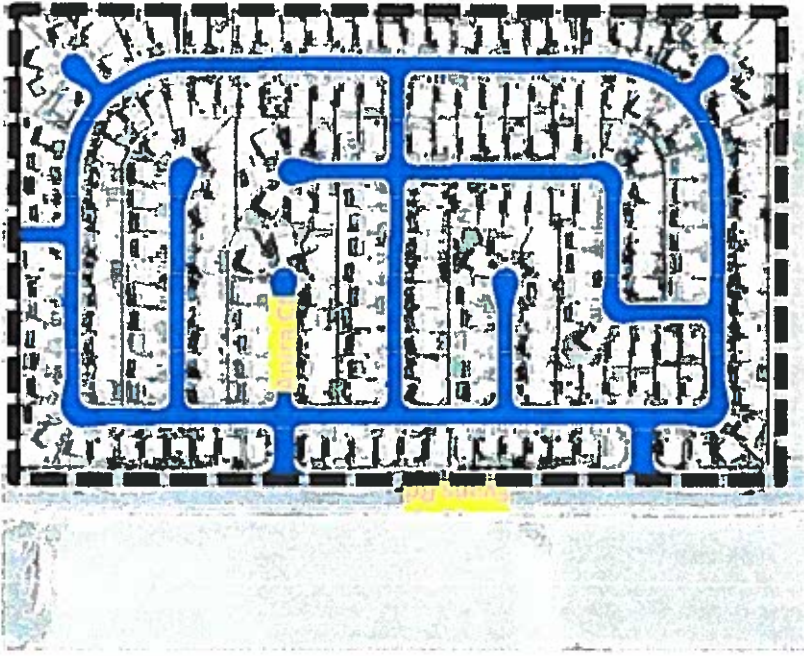


NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLAN.

TYPE I SLURRY SEAL



Section D



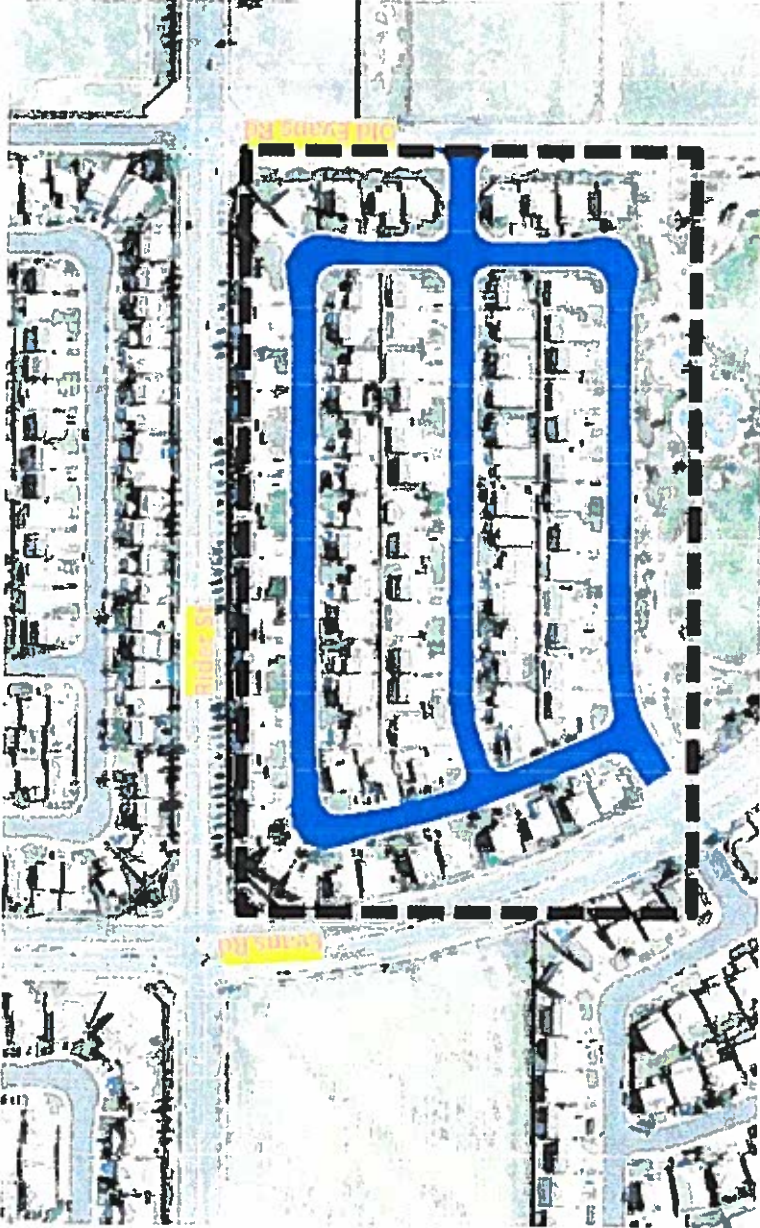
NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

TYPE I SLURRY SEAL

Zone FC 44
(Bid Schedule 3)



Section E



NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

TYPE I SLURRY SEAL



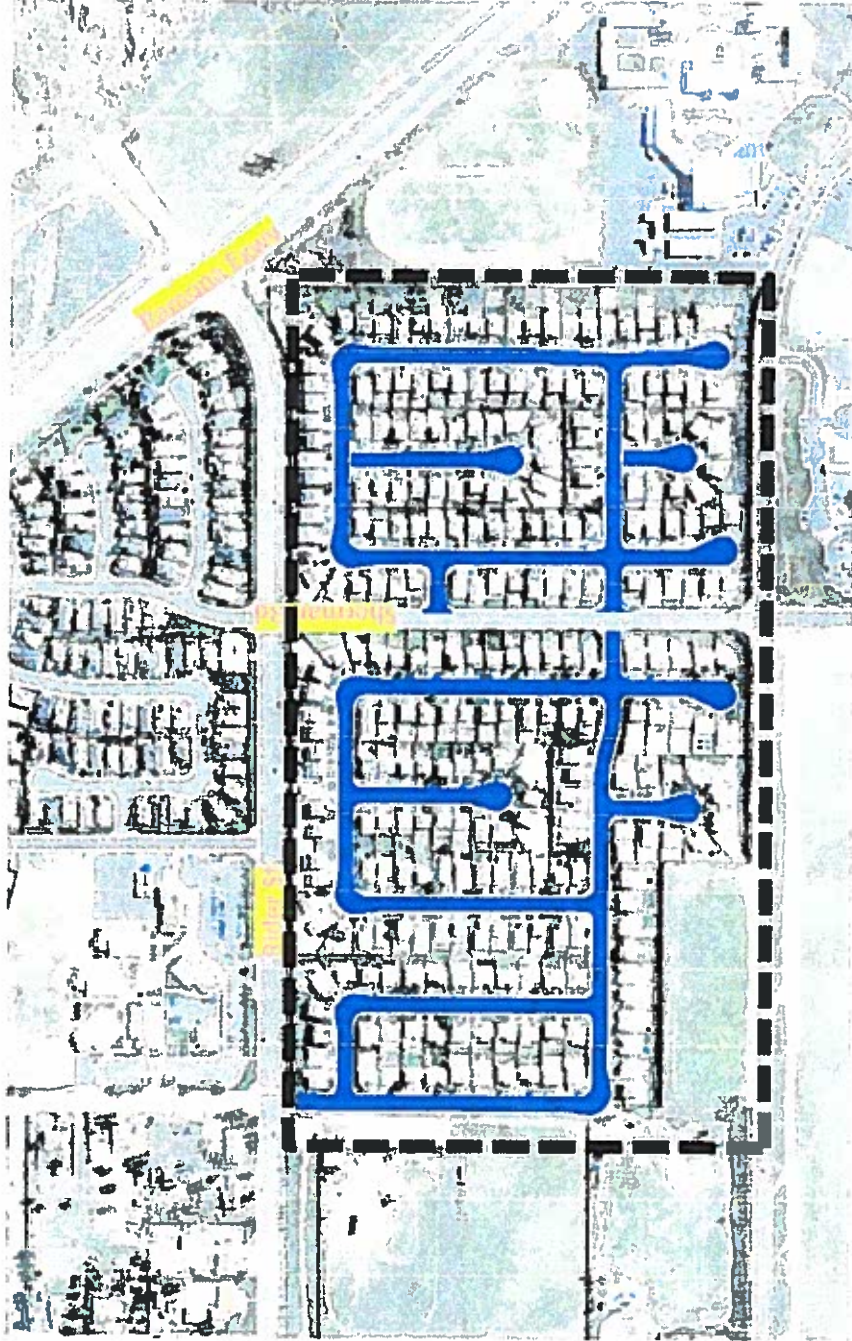
**Zone FC 32A
(Bid Schedule 4)**



TRI LAKE
DIVISION OF
PLANNING &
RESOLUTIONS



Section F



NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

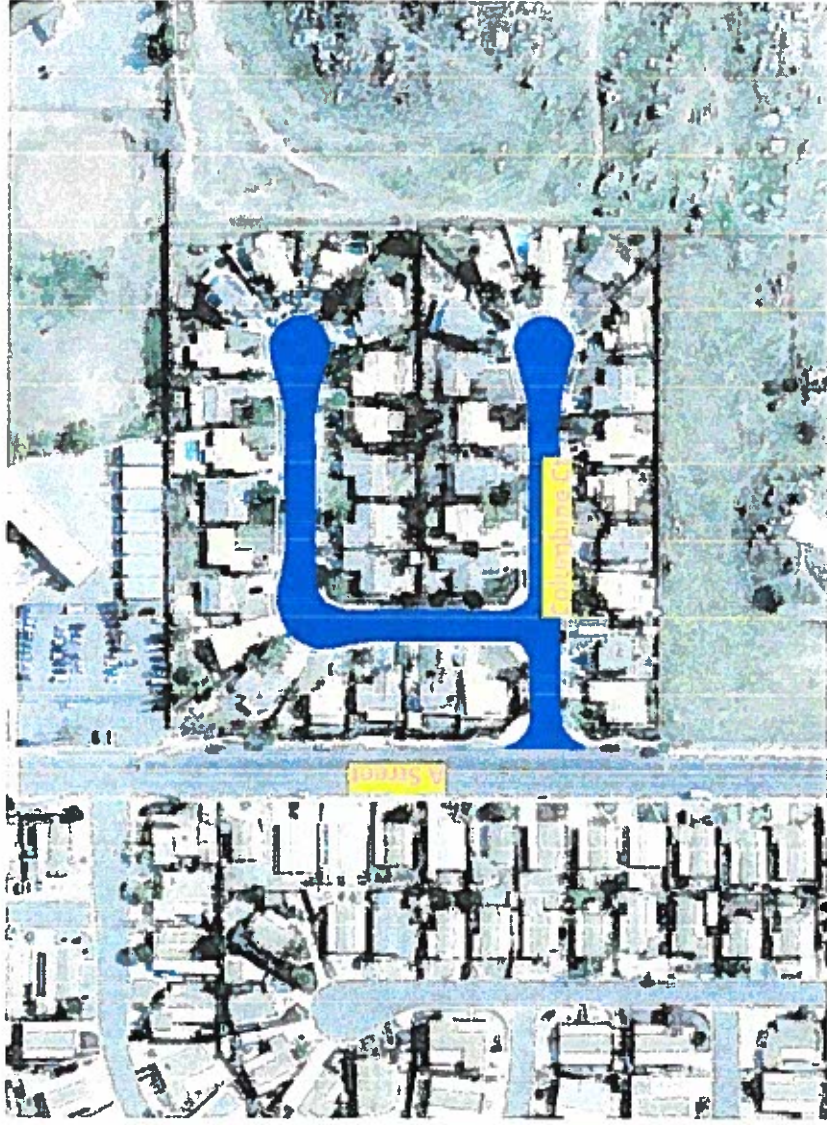
TYPE I SLURRY SEAL



Zone FC 46
(Bid Schedule 5)

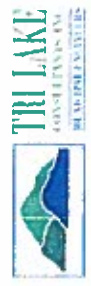


Section G



NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

TYPE I SLURRY SEAL



Section H



2" Grind and AC Overlay

Type II Slurry Seal

2" AC Overlay over
95% Compacted Native
Material



NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

10TH STREET - APPROX. 400'x20' AREA (LIMITS TO BE MARKED IN THE FIELD BY CITY) FINISHED SURFACE GRADE TO REMAIN THE SAME AS EXISTING GRADE.






TRI LAKE
CITY OF TRI LAKE
WASHINGTON



Section I

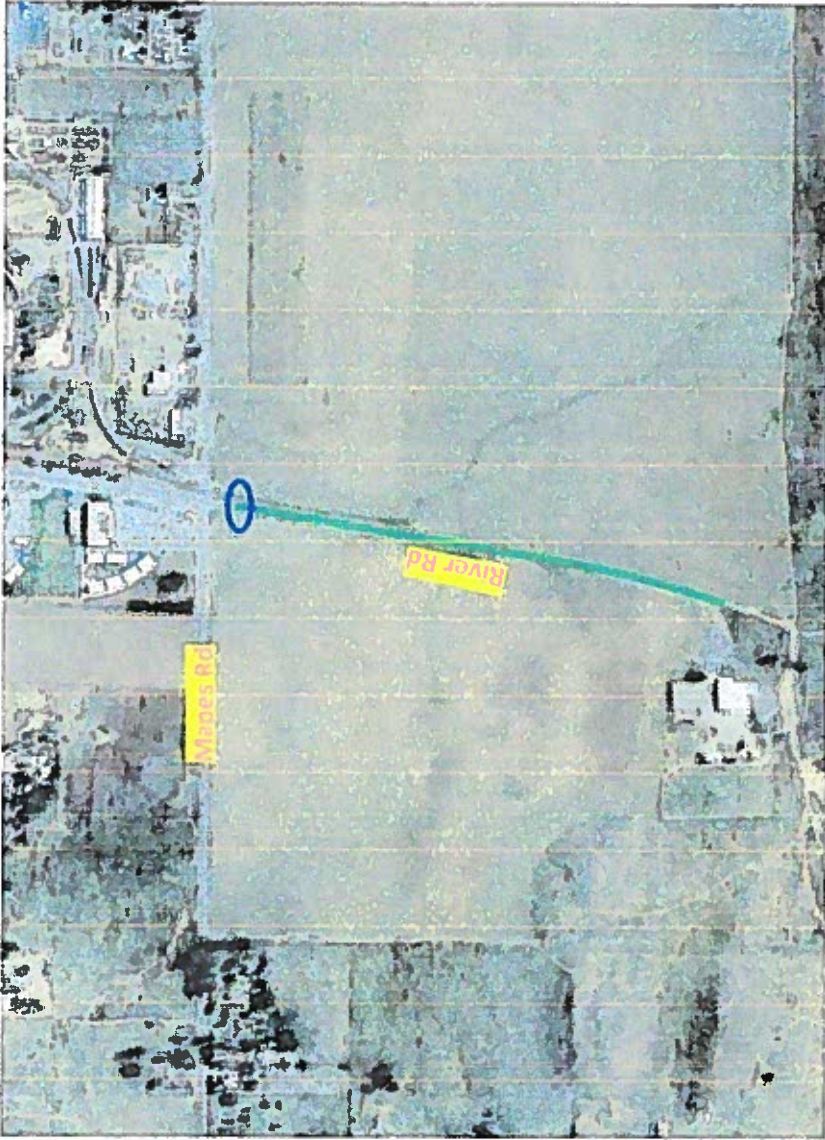


NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

-  2" Grind and AC Overlay
-  TYPE I SLURRY SEAL
-  Type II Slurry Seal



Section J



NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

2" AC OVERLAY,
STRIPE DOUBLE YELLOW
PAINTED LINE



HEADER GRIND
(APPROX. 20' X 24' AREA)



Section K

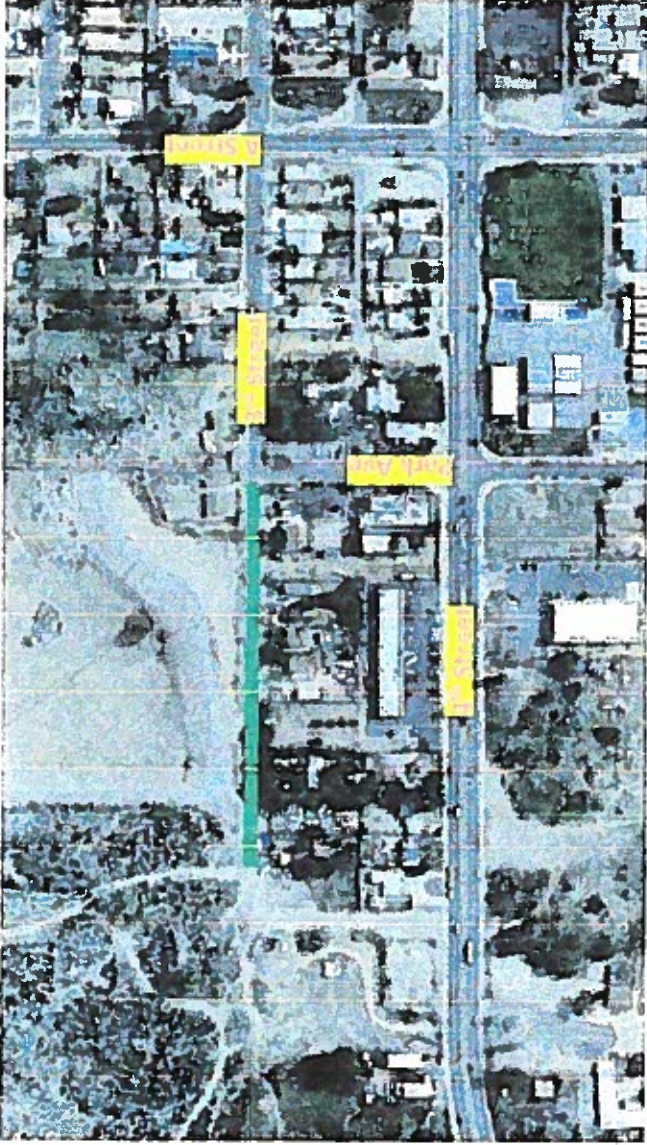


2" AC Overlay over
95% Compacted Native
Material

NOTES:
CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADECOVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)
FINISHED SURFACE GRADE TO REMAIN THE SAME AS EXISTED GRADE.
S Ramona Dr - APPROX. 240'x20' AREA
9TH STREET - APPROX. 160'x20' AREA
(LIMITS TO BE MARKED IN THE FIELD BY CITY)



Section L



NOTES:

CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADE/COVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)

FINISHED SURFACE GRADE TO REMAIN THE SAME AS EXISTING GRADE.

**3RD STREET - APPROX. 770'x20' AREA
(LIMITS TO BE MARKED IN THE FIELD BY CITY)**



**2" AC Overlay over
95% Compacted Native
Material**






Section M



NOTES:

CONTRACTOR TO REMOVE EXISTING STRIPING IN CONFLICT AND RE-STRIPE LOCATION SHOWN ABOVE TO ACCOMMODATE WESTBOUND LEFT-TURN POCKET. ALL COSTS ASSOCIATED WITH THIS WORK SHALL BE INCLUDED IN ETLANAC RE-STRIPING BID ITEM #15 (BID SCHEDULE 1).

-  Adjusted Eastbound Lane
-  Adjusted Westbound Lane
-  Left Turn Pocket
(w/ Thermoplastic
Pavement Markers)
-  Re-stripe Median



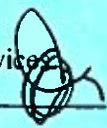
Verbal Presentation

CITY COUNCIL AGENDA SUBMITTAL

Meeting Date: September 13, 2016

SUBJECT: City of Perris Selected as Finalist in the Healthiest Cities & Counties Challenge

REQUESTED ACTION: Receive and File

CONTACT: Isabel Carlos, Assistant Director of Administrative Services 

BACKGROUND/DISCUSSION:

On August 9, 2016, the City of Perris was selected as a finalist in the Healthiest Cities & Counties Challenge by the American Public Health Association, the National Association of Counties and Aetna Foundation. Official national and local announcements will be made by the aforementioned organizations on September 15, 2016.

As a finalist, the City will receive a \$10,000 community seed grant and an opportunity for a \$250,000 first place prize following the completion of the two-year challenge.

As submitted, the Live Well Perris Project (LWPP) will serve to positively impact underserved residents by expanding health equity using five pillars of a healthy community: Health Education, Access to Social, Educational and Economic Resources, Public-Private Partnerships, Community Inclusion and City Leadership.


Currently, the City is developing a community demonstration garden known as the Perris Green City Farm (PGCF). Among other goals, the LWPP will expand the PGCF vision and concept, wherein the PGCF would become the core hub site, and create five satellite hub sites (schools, community, and faith based organization sites) and twenty-five local neighborhood sites (residential housing and shared spaces/apartment complexes) allowing all residents within the City to have access to food gardens within a .05 mile radius.

Staff will research and estimate the LWPP associated costs and present the project costs and specifics to the City Council for approval in the near future.

BUDGET (or FISCAL) IMPACT:

None at this time.

Reviewed by:

City Attorney _____
Assistant City Manager 

Attachments:

Business Item: September 13, 2016